

F.O. 881/5610

S
1328

Printed for the use of the Foreign Office. May 1888.

CONFIDENTIAL.

(5610.)

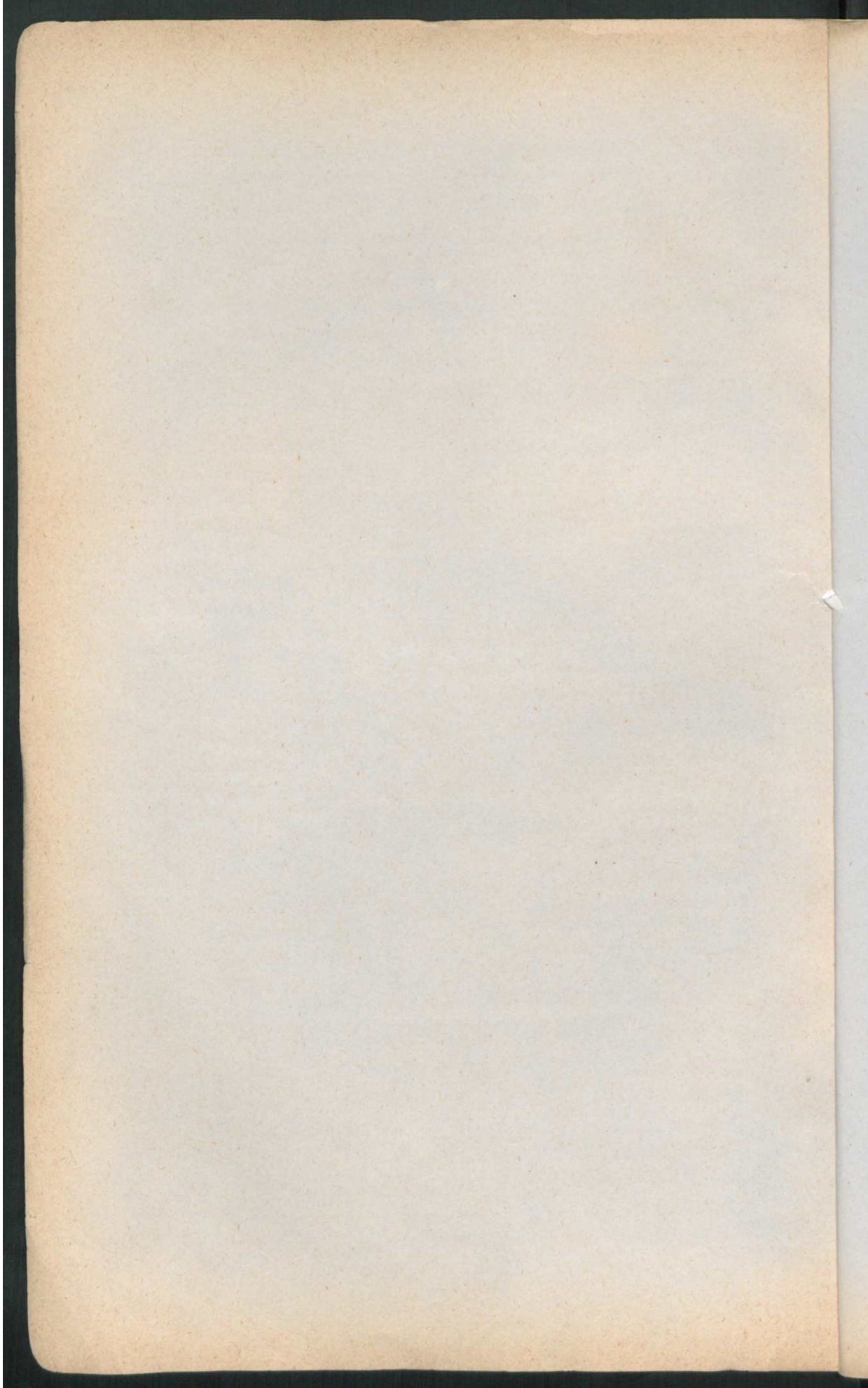
PART I.

CORRESPONDENCE

RESPECTING THE

ROYAL NIGER COMPANY.

1885-87.



CONFIDENTIAL.

(5610.)

PART I.

CORRESPONDENCE

RESPECTING THE

ROYAL NIGER COMPANY.

1885-87.

TABLE OF CONTENTS.

No.	Name.	Date.	SUBJECT.	Page
1	Lord Aberdare ..	Feb. 13, 1885	Reasons for granting Charter to National African Company. Incloses Petition ..	1
2	Colonial Office ..	Jan. 7, 1886	Cession of Mahin Beach. Suggests terms of Notification ..	4
2A	To Law Officers ..	Mar. 13,	Charter. Asks opinion on ..	5
2B	Law Officers ..	29,	Charter. Report as to ..	6
3	Mr. Mackenzie ..	July 3,	Account for stamp duties due for Charter ..	6
3A	To Lord Aberdare ..	12,	Incloses Charter ..	6
3B	"London Gazette" ..	13,	Charter ..	7
4	National African Company ..	13,	Proposed change in name and Articles of Association	10
5	To Law Officers ..	14,	Submits above for opinion ..	11
5A	Law Officers ..	19,	Answers above. Approves of proposed changes ..	27
5B	To National African Company	22,	Answers No. 4. Sanctions changes ..	28
6	National African Company ..	Aug. 13,	Submits proposed flag ..	28
7	" ..	18,	Sends list of Treaties ..	30
8	Mr. Cheetham ..	Sept. 27,	Claims of Lagos Government to jurisdiction over north bank of Benin River. Inconvenience of ..	32
9	To Colonial Office ..	Oct. 1,	Incloses No. 8, and asks for observations ..	32
9*	Colonial Office ..	9,	Answers above. Extension of Lagos jurisdiction to Benin River notified in Proclamation of 7th February ..	32
10	Niger Company ..	28,	Incloses Customs Regulations and Tariff, and Regulations as to licence charges for approval ..	33
10*	Colonial Office ..	30,	Despatch to Acting Administrator of Lagos respecting application of Customs Laws of that Colony to the Benin River ..	36A
11	Niger Company ..	Nov. 8,	Incloses various Regulations and exposes principle on which they have been drawn up ..	36A
12	Nil.			
13	To Board of Trade ..	25,	Incloses No. 10 for observations ..	54
14	Admiralty ..	29,	Disturbances on Niger. Report from Captain of Her Majesty's ship "Royalist" ..	56
15	Niger Company ..	29,	Sends various Regulations as to prohibition of importation of arms ..	57
16	Board of Trade ..	Dec. 3,	Answers No. 13. Observations on. Proposes to ask for amendment or explanation ..	60
17	Niger Company ..	16,	Opinion of Sir Travers Twiss as to Company's right of punishment, &c. ..	61
18	" ..	20,	Refers to No. 7. Sends list of Treaties and specimens, and incloses Map ..	63
19	To Niger Company ..	28,	Answers No. 10. Incloses extract of No. 16 for remarks ..	76
20	" ..	28,	Acknowledges No. 15 ..	76
21	Niger Company ..	31,	Answers No. 19. Remarks on Board of Trade suggestions ..	76
22	" ..	Jan. 11, 1887	Remarks on French advances on Upper Niger ..	83
23	" ..	12,	Copy of each of Treaties referred to in Inclosure 1 in No. 18 ..	84
24	Admiralty ..	11,	Refers to No. 14. Account of disturbance between Niger Company and tribe on Beaufort Island ..	85
25	Mr. Lawrence, M.P. ..	8,	Complaint against Niger Company ..	89
26	Mr. Heron Maxwell ..	15,	Further complaints from Messrs. Moore ..	97
27	Niger Company ..	17,	Refers to No. 6. Sends sketch of flag ..	99
28	Admiralty ..	11,	Refers to No. 14. Further as to disturbance ..	100
29	Colonial Office ..	22,	Control over waterways between Benin River and Lagos lagoons. Asks opinion as to bringing whole of north bank of river under Protectorate. Refers to No. 11. Incloses Regulations as to administration and justice ..	101
30	Niger Company ..	24,	Refers to No. 16. Sends No. 21. Explanation and amendments appear satisfactory ..	105
31	To Board of Trade ..	24,	Answers No. 25. Answers to objections ..	105
32	To Mr. Lawrence, M.P. ..	27,	Copy of No. 27 for remarks ..	106
33	To Admiralty ..	28,	Answers No. 29. Suggests communication with Messrs. Cheetham ..	106
34	To Colonial Office ..	29,	Hopes soon to be able to furnish him with Map of Niger Company's territories ..	106
35	To Count Hatzfeldt ..	Feb. 2,	Map in No. 18 not enough. Suggests marking territories on new Map of Stanford's ..	107
36	To Niger Company ..	2,	Answers No. 34. Wants answer to No. 29 ..	107
37	Colonial Office ..	8,		

TABLE OF CONTENTS.

iii

No.	Name.	Date.	SUBJECT.	Page
38	Board of Trade ..	Feb. 9, 1887	Answers No. 31. Explanation fairly satisfactory. Cannot assent to Regulation as to trade licences without further inquiry ..	107
39	Admiralty ..	12,	Answers No. 33. Wants approved specimen flag to be sent ..	108
40	" ..	15,	Steps taken to punish natives on Wari branch of Niger River ..	108
41	To Admiralty ..	21,	Answers No. 39. Sends flag wanted ..	110
42	To Colonial Office ..	22,	Answers No. 37. Explanations as to communication with Messrs. Cheetham. Views as to control of waterways ..	110
43	To Niger Company ..	Mar. 2,	Incloses "Africa No. 2 (1887)," in substitution for "Africa No. 4 (1886)" ..	111
44	Memorandum by Sir James Fergusson ..	3,	Complaints of African merchants against Company. Minutes by Sir J. Pauncefote, Sir P. Anderson, &c. ..	111
45	Colonial Office ..	4,	Refers to No. 42. Copy of despatch to Officer administering Government of Lagos ..	115
46	Admiralty ..	5,	Answers No. 41. Subject shall receive attention ..	115
47	To Niger Company ..	7,	Refers to No. 38. Gives general approval, subject to certain conditions, and with exception of trading licences ..	116
48	To Mr. McArthur, M.P. ..	8,	Refers to No. 44. Copy of No. 32. No papers to be issued respecting Charter. Suggests mode of ascertaining limits of Company's territories ..	117
49	To Colonial Office ..	12,	Answers No. 45. Agrees in not communicating with Messrs. Cheetham ..	117
50	To Niger Company ..	18,	Refers to No. 7. Wants further details of Treaties. Refers to No. 11. Gives provisional approval. Suggests Conference ..	117
51	Mr. Dillwyn ..	21,	Question in House of Commons as to what care was taken of the interest of natives in recent changes on Niger ..	118
52	Niger Company ..	21,	Answers No. 50. Incloses classified list of Treaties. Refers to No. 18 ..	118
53	Mr. Lawrence ..	Apr. 7,	Question in House of Commons. Asks particulars as to Emblama outrages ..	122
54	Niger Company ..	7,	Sends Map of territories over which Company wish Charter to extend ..	123
55	" ..	18,	Answers No. 47. Accepts suggestion. Refers to No. 21 ..	123
56	" ..	18,	Urges immediate importance of question referred to in No. 54 ..	124
56*	Memoranda by Sir P. Anderson, Sir J. Pauncefote, and Mr. Davidson ..	Feb. to April	Additional Treaties concluded by Company, Trade Regulations, &c. ..	124
57	Sir G. Campbell ..	Apr. 21, 1887	Question in House of Commons as to particulars of Niger Company's Charter, their jurisdiction, &c. ..	127
58	Colonial Office ..	21,	Wants copy of Niger Charter for Admiralty ..	127
59	To Board of Trade ..	22,	Refers to No. 38. Copy of No. 55. Proposes to approve Regulations ..	128
60	Mr. Williamson ..	25,	Question in House of Commons as to the trial and execution of a negro named Shaw ..	128
61	Niger Company ..	May 2,	Regulation issued to meet suggestions of Foreign Office and Board of Trade ..	129
62	" ..	3,	Regulation prohibiting importation of spirituous liquors into Benue district ..	130
63	Board of Trade ..	3,	Answers No. 59. Concur in proposed course ..	132
64	To Board of Trade ..	12,	Refers to above. Copy of No. 61. Does it meet suggestions? ..	134
65	" ..	16,	Copy of Inclosure in No. 62. Proposes to approve. Refers to Nos. 7, 36, and 54. Reminds of wish to have powers of Company extended ..	135
66	Niger Company ..	18,	Wants necessary steps taken for extension of Company's powers ..	135
67	To Treasury ..	19,	Refers to No. 62. Copy of Regulations prohibiting payment of wages in spirituous liquors ..	135
68	Niger Company ..	20,	Answers No. 67. Necessary instructions have been issued ..	136
69	Treasury ..	21,	Copy of Inclosure 2 in No. 30. Can it be approved? ..	136
70	To Mr. Wright ..	21,	Copies of Nos. 52, 54, and 56. Asks opinion on certain points ..	137
71	" ..	21,	Answers Nos. 64 and 65. Approves ..	138
72	Board of Trade ..	23,	Draws attention to Nos. 6 and 27 ..	138
73	Niger Company ..	24,	Refers to No. 71. Opinion on points raised ..	138
74	Mr. Wright ..	25,	Refers to No. 70. Asks for certain specified papers ..	139
75	" ..	25,		

No	Name.	Date.	SUBJECT.	Page
76	To Niger Company ..	May 27, 1887	Answers No. 66. Decision will be communicated when question is settled ..	139
77	To Admiralty ..	27,	Refers to No. 46. Wish to know decision ..	139
78	To Board of Trade ..	28,	Refers to No. 72. Copy of No. 79 for information ..	140
79	To Niger Company ..	28,	Refers to No. 10. Customs Regulations and Tariff. Approved, subject to amendments suggested ..	140
80	To Mr. Wright ..	28,	Refers to No. 75. Copies of documents referred to in printed paper marked "July '86. 1." Transmitting ..	141
81	" " ..	31,	Alteration of name of National African Company (Limited). Requesting views as to sanction by Secretary of State under section 12 of Royal Charter ..	141
82	To Niger Company ..	31,	Refers to No. 68. Prohibition of payment of wages in spirituous liquors. Approving ..	141
83	To Admiralty ..	June 1,	Refers to No. 63. Outrages committed on the "Inca" by natives on the Drewin coast. Lloyd's request permission to publish in their "Morning Sheet." Any objection to granting? ..	142
84	Admiralty ..	2,	Refers to No. 77. Royal Niger Company's flag. Respecting ..	142
85	Niger Company ..	2,	History of Royal Niger Company. Transmits ..	142
86	Mr. Wright ..	8,	Refers to No. 74. Form of Notification. Sees no objection to ..	148
86*	" " ..	8,	Answers No. 70 and 80. Report ..	148*
87	To Niger Company ..	11,	Refers to No. 76. Royal Niger Company's flag. Admiralty prefer design provided in Charter ..	148
	Admiralty ..	20,	Refers to No. 40. Operations undertaken by Her Majesty's ship "Royalist" on Niger River last year. Reporting ..	148
88	Niger Company ..	29,	Hopes papers will not be laid before legalization of remaining Treaties ..	150
89	(Private)			
90	Mr. W. F. Lawrence ..	30,	Parliamentary question. As to removal of Royal Niger Company's administration of the River below Onitsha, also as to continuance of the Tariff and licences fixed on the 30th July, 1886..	150
91	Niger Company ..	29,	Refers to No. 87. Acknowledges approval of flag for Company's use by Board of Admiralty ..	150
92	To Niger Company ..	July 6,	Exorbitant price of coal charged to Her Majesty's ships of war. Do Company approve? In future cases Admiral wishes to be informed by telegraph in order to judge of necessity for reprisals	151
93	To Admiralty ..	6,	Refers to No. 88. Operations undertaken in the River Niger by Her Majesty's ship "Royalist." Approving course suggested by Admiral Sir H. Grubbe ..	151
94	To Colonial Office..	6,	Requesting information as to liabilities incurred by Colonial Governments in the employment of Her Majesty's ships of war ..	151
95	Niger Company ..	7,	Answers No. 92. Copy of letter to Admiralty asking to be allowed to repay proportion of price charged for coal ..	152
96	Memorandum communicated by Count Metternich		Complaints of German merchants against the Royal Niger Company ..	152
96*	To Niger Company ..	11,	Company's Regulations. Approves with certain reservations ..	153*
97	Niger Company ..	20,	Refers to No. 92. Protests against Admiral having to be informed previously by telegraph ..	154
98	Verbal communication by Count Metternich	20,	Refers to No. 96. Complaints of German merchants against Royal Niger Company. Further communication ..	154
99	Niger Company ..	25,	Refers to No. 96*. Regulations of the Royal Niger Company. Explanations ..	155
100	" " ..	28,	Memorandum by Deputy Governor of the Royal Niger Company re German complaints ..	156
101	To Mr. Wright ..	28,	Requesting a further form for signifying the assent of the Secretary of State to the extension of the rights and powers of the Royal Niger Company..	158
102	Mr. Wright ..	29,	Answers above. Inclosing draft letter of assent ..	158
103	To Admiralty ..	29,	Transmitting specimen of flag adopted by Royal Niger Company ..	158
104	To Niger Company ..	29,	Approval of flag adopted by Royal Niger Company	159
105	To Board of Trade ..	30,	Refers to No. 78. Trade Regulations of Royal Niger Company. Are amendments made approved? ..	159
106	To Mr Wright ..	30,	Refers to No. 86. Certain points urged by Company. Is Report modified by? ..	159

TABLE OF CONTENTS.

V

No.	Name.	Date.	SUBJECT.	Page
106*	Mr. Wright ..	Aug. 2, 1887	Answers No. 106. Discusses amendments ..	160
107	To Niger Company ..	2,	Refers to Nos. 18, 52, and 54. Provisional approval by Secretary of State of documents granting further rights and powers to Company ..	160
108	Niger Company ..	3,	Requesting that above be not included in papers to be laid ..	161
109	To Count Hatzfeldt ..	3,	Answers No. 96 ..	161
110	Niger Company ..	3,	Acknowledges No. 104 ..	162
111	To Mr. Scott ..	10,	Transmits copies of Nos. 96 and 109 ..	163
	(No. 202, Africa)			
112	Board of Trade ..	11,	Refers to No. 105. Amended Regulations of Royal Niger Company. Board have no objections to urge against them ..	163
113	Niger Company ..	12,	Reporting that Royal Niger Company is in harmony with the "African Association" ..	163
114	To Niger Company ..	12,	Refers to No. 108. No. 107 will not be laid with other papers. Informing ..	164
115	Colonial Office ..	15,	Answers No. 94. Copy of Circular as to supply of coal to Her Majesty's ships when on colonial service. With regard to naval and military expenditure incurred on behalf of Colonies, each question is decided on its merits ..	164
116	To Admiralty ..	16,	Refers to No. 88. Copy of No. 97. Protest of Company merits consideration ..	165
117	Sir G. Campbell ..	22,	Parliamentary question. Respecting general administrative and territorial powers of the Royal Niger Company ..	166
118	To Niger Company ..	23,	Acknowledges receipt of No. 113 ..	166
119	" ..	25,	Refers to No. 99. Board of Trade assents to amendments in Regulations. Informing ..	166
119*	Admiralty ..	23,	Answers No. 116. Modification of orders as to communication with Commander-in-chief ..	166
120	To Admiralty ..	31,	Answers No. 117*. Requesting information as to the latitude that would be allowed to Naval Commanders on the spot in cases involving life or death to British subjects ..	167
121	Niger Company ..	Sept. 2,	Transmits copy of letter to Admiralty relative to employment of naval officers by Royal Niger Company ..	167
122	" ..	Aug. 30,	Refers to No. 119. Inclosing copies of Company's Charter and Customs and Trade Regulations ..	168
123	Colonial Office ..	Sept. 5,	Engagement by the Royal Niger Company of Houssas. Transmits two despatches from Governor of Lagos ..	168
124	To Board of Trade ..	9,	Refers to No. 112. Transmits copies of Royal Niger Company's Charter and Regulations as requested ..	170
125	Niger Company ..	8,	Refers to No. 121. Praying the Secretary of State to influence the Admiralty in favour of the employment of naval officers by the Company ..	171
126	Colonial Office ..	16,	Refers to No. 123. Concerning enlistment of men at Lagos for constabulary duty for the Royal Niger Company ..	172
127	To Admiralty ..	17,	Refers to No. 125. Employment of naval officers under the Royal Niger Company. Inquiring if the Lords Commissioners of the Admiralty will not reconsider their decision. ..	172
128	To Niger Company ..	17,	Refers to No. 125. Letter sent to the Admiralty in the sense requested ..	172A
128A	Colonial Office ..	20,	Importation of arms and liquor into West Africa, inclosing correspondence ..	172A
129	Admiralty ..	22,	Answers No. 127. Number of officers on active list does not admit of the Royal Niger Company's request being entertained. Suggests employment of retired officers ..	172E
130	Mr. Lander ..	22,	Incloses letter from Mr. Romaine to Secretary of State requesting an investigation into state of affairs on Niger River ..	172E
131	Baron Plessen ..	21,	Refers to No. 109. Expresses the hope of German Government that the Royal Niger Company will be directed to insert a Regulation in their Order Book recognizing freedom of transit dues to vessels passing through their territories. Remarks on various observations contained in No. 109. Contends that Royal Niger Company have an effective trade monopoly ..	173

No.	Name.	Date.	SUBJECT.	Page
132	Baron Plessen ..	Sept. 26, 1887	Transmits Memorandum and documents respecting Messrs. Hoenigsberg and Sons' complaint against Royal Niger Company for detention of a cargo of salt intended for Egga	175
133	To Niger Company ..	28,	Refers to No. 128. Substance of No. 129 ..	180
134	" " ..	29,	Transmits No. 130 for observations ..	181
135	Niger Company ..	29,	Acknowledges No. 133. Suggestion as to employment of retired officers of no use ..	181
136	" " ..	Oct. 4,	Returns Inclosure in No. 134, with observations ..	181
137	To Baron Plessen ..	8,	Acknowledges No. 132 ..	182
138	To Niger Company ..	8,	Transmits copy of No. 132 for explanations ..	182
139	Niger Company ..	12,	Acknowledges above. Matter receiving attention..	183
140	Colonial Office ..	12,	Refers to No. 128 A. Also to copy of despatch from Governor of Lagos regarding the conditions which would be essential to the success of an International Agreement for the imposition of prohibitive duties on spirituous liquors imported into West Africa. Transmits copy of appeal by the Emir of Nupe	183
141	Notice in "London Gazette" ..	18,	Notifies Protectorate over Niger districts ..	187
142	To Baron Plessen ..	18,	Acknowledges No. 131. Matter receiving attention	187
143	To Niger Company ..	21,	Substance of No. 131. Are the Council prepared to insert Notice in their Order Book? ..	187
144	Niger Company ..	20,	Observations on No. 138 ..	188
145	" " ..	21,	Refers to above. Asks that the whole of their above letter may be laid before German Government	195
145*	Niger Company ..	22,	Acknowledges No. 143. Is receiving careful attention	195*
146	" " ..	24,	Sends Memorandum showing amount of outlay on political administration	195
147	African Association ..	24,	Asks information respecting No. 141 ..	216
148	To Niger Company ..	27,	Refers to Nos. 62 and 68. Substance of No. 140. Invites observations	217
149	To African Association ..	31,	Answers No. 147. Explaining scope of "Gazette" Notice	217
150	Niger Company ..	Nov. 2,	Refers to No. 147 A. Observations on German suggestion for the insertion of Notice in Order Book respecting free transit of vessels..	218
151	Admiralty ..	9,	Sends letter from Senior Naval Officer on West Coast of Africa, forwarding complaint of Jacob Barber against Royal Niger Company of wrongful imprisonment and loss of property	219
152	Niger Company ..	11,	Sends six lithographed copies of the Company's flag ..	220
153	" " ..	15,	Refers to No. 54. Sends duplicate of Map of Company's Niger territories, inclosed in their letter of April 7	220
154	Messrs. Holt and Cotterell ..	16,	Sends copy of Proclamation of Royal Niger Company to New Calabar Chiefs, enforcing Regulations for clearance of all trading canoes at Akassa. Points out injustice of Company's action, and asks that it may be restrained	221
155	To Niger Company ..	18,	Sends Inclosures in No. 151 for observation ..	222
156	Admiralty ..	18,	Refers to No. 151. Sends copy of letter from Royal Niger Company, giving information respecting Jacob Barber	222
157	To Niger Company ..	24,	Sends copy of No. 154 for observations ..	222
158	Niger Company ..	23,	Refers to No. 150. Sends six copies of Regulation No. 23 respecting free transit of vessels through the Niger. Fears future embarrassments may arise therefrom	223
159	" " ..	24,	Refers to No. 155. Explains the arrest of Jacob Barber	224
160	To Niger Company ..	25,	Acknowledges No. 153, and asks for six more copies of Map	225
161	Niger Company ..	29,	Burgess outrage. Gives account of	225
162	" " ..	30,	Answers No. 157. Believe Messrs. Holt and Cotterell are now satisfied with action of Company	229
163	To Niger Company ..	Dec. 3,	Refers to No. 158. Requests that the promulgation of new Regulation No. 23 be deferred pending further consideration. Requests explanation on certain points	229
164	To Admiralty ..	5,	Refers to No. 156. Copy of No. 159	229

TABLE OF CONTENTS.

vii

No.	Name.	Date.	SUBJECT.	Page
165	To Niger Company ..	Dec. 5, 1887	Refers to No. 99. In deference to Company's wishes proposes another form for Regulation as to "foreigners"	230
166	Niger Company ..	5,	Answers No. 163. Promulgation of Regulation is deferred, and matter will be carefully considered ..	230
167	To Messrs. Holt and Cotterell	8,	Answers No. 154. Understands satisfactory explanations have been received from Niger Company ..	231
168	Niger Company ..	13,	Answers No. 165. Suggests further alteration ..	231
169	" " ..	16,	Answers No. 163. Sends copies of a new No. 23 Regulation ..	231
170	Mr. Wright ..	23,	Opinion on alteration suggested in No. 168 ..	232
171	Niger Company ..	22,	Statement as to amount of annual revenue in excess of current expenditure Company should be allowed to raise ..	232
172	" " ..	23,	Freedom of transit. Send copies of an amended public notice ..	233
173	To Niger Company ..	26,	Approves notices in above and No. 169 ..	234
174	To Sir E. Malet ..	28,	Hoenigsberg claim. Copy of Nos. 132, 141, and 145. Instructions for communication to Count Bismarck ..	234
175	To Sir E. Malet ..	28,	Alleged defects in administration of Niger Company. Copy of No. 128 B. Instructions for communication to Count Bismarck ..	235
	(No. 279. Africa)		Proposed repayment of expenses to Niger Company. Copies of Nos. 146 and 147 for opinion ..	236
176	To Board of Trade ..	29,	Refers to Nos. 146 and 171. Reconciles apparent discrepancies ..	237
177	Sir G. T. Goldie ..	30,		

CONFIDENTIAL.

Correspondence respecting the Royal Niger Company.

No. 1.

Lord Aberdare to Earl Granville.—(Received February 16.)

Dear Lord Granville,

1, *Queen's Gate, February 13, 1885.*

ON the 1st October last I wrote you an unofficial note, informing you that the National African Company would probably soon apply for a Charter, and giving a few reasons why the powers, which they could only acquire under a Charter, have become absolutely necessary for the proper and peaceful conduct of affairs on the Niger and Binuë.

A very few days after the date of that letter the meeting of the International Conference on Africa at Berlin was announced, and the National African Board of Directors felt that the time was inopportune for putting forward such a demand. The reasons which made it so have now ceased to operate, and, in the meantime, the necessity for obtaining powers to administer the affairs of that vast district has become daily more urgent.

When I wrote to you I stated that the National African Company had succeeded in buying up the only two French Companies established on those rivers, as well as a Liverpool one, and that the Company possessed all the factories on their banks. These amount fully to 100, many of which are being enlarged, while more are immediately required for the development of the traffic. I stated the number of their employés to be fully 1,500. They now much exceed that number, and must increase rapidly as the trade increases. Even the superficial researches we have been able to make into the resources of the countries affected by our traffic make it, not only probable, but certain, that their existing trade, large as it is, will speedily be developed in proportions and directions hitherto unexpected.

I need not say that such an expansion of our trade, with the inevitable increase in our employés, must involve us in almost innumerable relations with the riverain tribes and their Chiefs, and will put upon our present commercial organization a strain it is not fitted to bear.

More than this, acting, as we believe, fully as much in the general interests of Great Britain as for our own, we have already entered into Treaties with a great number of Kings and peoples in the basin of the Niger for the acquisition of territory on terms mutually advantageous.

These necessarily involve us in fresh responsibilities. The natives, acting on their interpretation of a clause in our Treaties with them, are already pressing, almost forcing, upon us judicial duties in the settlement of their disputes.

Although the general character of the people is peaceable, and they desire nothing more than friendly commercial relations with us, there are, here and there, robber chiefs, equally our enemies and those of the peaceful populations, who are ever ready to attack and plunder our factories and their villages. It would be to the common benefit if these could be repressed and compelled to abandon their lawless mode of life.

These duties—judicial and of police—cannot possibly be performed by Her Majesty's Consuls or by the forces at their disposal. For many months in every year both these rivers, and especially the Binuë, are quite unnavigable by Her Majesty's ships, and can be used only by vessels of light draught, of which the Company possesses at this moment more than twenty. But even were it otherwise, when it is remembered that their most distant station on the Binuë, which is also one of their most important, viz., Yola, is some 750 miles from the mouth of that river, it will be seen at once that our Consular establishment, useful and valuable as it is, would be utterly incapable of performing efficiently the ubiquitous duties of justice and police, in which promptitude of decision is an indispensable condition of success.

Again, the Company's officers have, by long experience, acquired a knowledge of the ways of the natives, and of the best methods of dealing with them, which

experience can alone give, and we feel satisfied that we should be able to relieve, with credit to ourselves and our country, the Foreign and Colonial Offices of many duties which they might shrink from undertaking on their own account.

Upon all these grounds the National African Company appeal confidently to Her Majesty's Government for a Charter, and I need hardly say, after my description of the present state of affairs, that its early concession is of the highest importance. In the present ferment among several European Powers it is most essential that, in order to strengthen their position, and to protect British interests, in view of the attempts likely to be made to interfere with them on the Binué and elsewhere, that we should with as little delay as possible be armed with the powers requisite for these objects.

At the same time, the National African Company would be prepared at any time hereafter to hand over to Her Majesty's Government the sovereign and territorial rights acquired by Treaties from the native Princes and peoples.

In conclusion, I do not hesitate to express my belief that, by adopting prompt and vigorous measures for the development of trade on the Niger and its affluents, England will acquire in these rich regions, and in Western and Central Soudan, with which they communicate by routes of immemorial antiquity, a traffic which will far more than compensate for that interruption of trade with the Eastern Soudan which recent events on the Nile have made inevitable, at least for a long period to come.

Believe me, &c.

(Signed) ABERDARE.

Inclosure in No. 1.

Petition.

To the Queen's Most Excellent Majesty in Council.

The humble Petition of the National African Company (Limited),

Sheweth :

1. THAT your Majesty's petitioners were incorporated in the year 1882, under "The Companies Acts, 1862 to 1880," as a Company limited by shares.

2. That the capital of the Company is 1,000,000*l.*, divided into 100,000 shares of 10*l.* each, with power to increase. And 91,675 of such shares have been subscribed for and issued, and a further 6,000 of such shares have been subscribed for, and are about to be issued, making in all 97,675 of such shares.

3. That the objects of the Company, as declared by the Memorandum of Association of your Majesty's petitioners, are (amongst others), the following, that is to say :—

To carry on business and to act as merchants, bankers, traders, commission agents, ship-owners, carriers, or in any other capacity, in the United Kingdom, Africa, or elsewhere; and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles, and merchandize, according to the custom of merchants or otherwise.

To form or acquire and carry on trading-stations, factories, stores, and depôts in Africa or elsewhere, and to purchase, lease, or otherwise acquire, carry on, develop, and improve any business, or any real or personal property, in the United Kingdom, Africa, or elsewhere, or any undivided or other interest whatsoever therein respectively.

To apply for, acquire, and hold any Charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents, or other rights or powers from the British Government, or any other Government or State, or any potentate or local or other authority in Africa or elsewhere; to exercise, carry on, and work any powers, rights, or privileges so obtained; and to constitute or incorporate your Majesty's petitioners as an anonymous or other Society in any foreign country or State.

To purchase or otherwise acquire, open, and work mines, forests, quarries, fisheries, and manufactories, and to stock, cultivate, and improve any of the lands of your Majesty's petitioners, erect buildings thereon, and sell the produce thereof.

To do all other things whatsoever, whether of the like or other nature, which your Majesty's petitioners may consider in any way incidental or conducive to the foregoing objects or any of them.

4. That the Kings, Chiefs, and peoples of various territories in the basin of the River Niger, in Africa, fully recognizing, after many years' experience, the benefits accorded to their countries by their intercourse with your Majesty's petitioners, have ceded the whole of their respective territories to your Majesty's petitioners by various Acts of Cession, dated respectively as follows :—

One dated the 31st January, 1884.
 One dated the 20th August, 1884.
 One dated the 28th August, 1884.
 One dated the 29th August, 1884.
 One dated the 30th August, 1884.
 One dated the 20th September, 1884.
 One dated the 23rd September, 1884.
 One dated the 24th September, 1884.
 One dated the 25th September, 1884.
 One dated the 27th September, 1884.
 One dated the 29th September, 1884.
 One dated the 2nd October, 1884.
 Three dated the 9th October, 1884.
 Three dated the 10th October, 1884.
 Two dated the 11th October, 1884.
 One dated the 13th October, 1884.
 One dated the 15th October, 1884.
 One dated the 16th October, 1884.
 Two dated the 21st October, 1884.
 Two dated the 22nd October, 1884.
 Two dated the 23rd October, 1884.
 One dated the 25th October, 1884.
 One dated the 26th October, 1884.
 One dated the 27th October, 1884.
 One dated the 28th October, 1884.
 One dated the 29th October, 1884.
 One dated the 31st October, 1884.
 One dated the 1st November, 1884.
 One dated the 2nd November, 1884.

5. That, in consideration of such cessions, your Majesty's petitioners agreed, amongst other things, not to interfere with any of the native laws, and not to encroach or interfere with any private property unless the value should be agreed upon by the owner and the said Company, and payment made of such value.

6. That your Majesty's petitioners, since their incorporation, have been actively engaged in carrying into effect the objects stated in the aforesaid Memorandum of Association, and have purchased the businesses of all European traders in the regions aforesaid, and are now the sole European traders there. And your Majesty's petitioners are now engaged in developing the resources of such regions, and in extending trade further into the interior.

7. That your Majesty's petitioners and their predecessors, whose businesses they purchased, have, during many years past, expended large sums of money, and made great exertions in and about acquiring the confidence of the said native Kings, Chiefs, and peoples, which have resulted in the said cessions of territory, and large expenditure will be incurred in carrying the same into effect and discharging the obligations arising thereunder.

8. That the condition of the natives inhabiting the aforesaid territories would be materially improved, and the development of such territories and those contiguous thereto, and the civilization of their peoples would be greatly advanced, if your Majesty should think fit to confer on your Majesty's petitioners by your Royal Charter authority to accept the full benefit of the several cessions aforesaid.

9. That if such authority were conferred on your Majesty's petitioners, they would thereby be enabled to render to your Majesty's dominions services of much value, and to promote the commercial prosperity of many of your Majesty's subjects.

Your Majesty's petitioners, therefore, most humbly pray that your Majesty will be graciously pleased to grant them by your Royal Charter—

All such powers and authorities as may enable your Majesty's petitioners to accept the full benefit of the several cessions hereinbefore mentioned, and all rights, interests, authorities, and powers for the purposes of government, preservation of public order, protection of the said territories, or otherwise of what nature or kind soever, under or by virtue thereof, or resulting therefrom, and ceded to or vested in your Majesty's petitioners, in, over, or affecting the territories, lands, and property comprised in the said several cessions, and to hold, use, enjoy, and exercise the same respectively.

And all such other powers and authorities in relation to the premises as to your

Majesty may seem meet, subject, nevertheless, to such conditions as your Majesty may think fit to impose.

The common seal of the National African Company (Limited) was hereto affixed on the 12th day of February, 1885, in the presence of—

(Signed)	ABERDARE, <i>Chairman.</i>	
	G. D. GOLDIE-TAUBMAN, <i>Vice-Chairman.</i>	
(Seal.)	JOHN EDGAR,	} <i>Directors.</i>
	ALEX. MILLER,	
	JAMES MARSHALL,	
	HENRY MORLEY, <i>Secretary.</i>	

No. 1*.

Extract from the "London Gazette" of June 5, 1885.

NOTIFICATION.

British Protectorate of the Niger Districts.

IT is hereby notified, for public information, that under and by virtue of certain Treaties concluded between the month of July last and the present date, and by other lawful means, the territories on the West Coast of Africa, hereinafter referred to as the Niger Districts, were placed under the Protectorate of Her Majesty the Queen from the date of the said Treaties respectively.

The British Protectorate of the Niger Districts comprises the territories on the line of coast between the British Protectorate of Lagos and the right or western river bank of the mouth of the Rio del Rey. It further comprises the territories on both banks of the Niger, from its confluence with the River Benué at Lokoja, to the sea, as well as the territories on both banks of the River Benué from the confluence, up to and including Ibi.

The measures in course of preparation for the administration of justice and the maintenance of peace and good order in the Niger Districts will be duly notified and published.

Foreign Office, June 5, 1885.

No. 2.

Colonial Office to Foreign Office.—(Received January 8.)

Downing Street, January 7, 1886.

Sir,

I AM directed by Secretary Colonel Stanley to acknowledge the receipt of your letter of the 19th ultimo, asking to be informed in what terms the cession and Protectorate of the Mahin Beach and country should be described, with a view to a Notification being given to the Signatory Powers of the Congo Act, and also inserted in the "London Gazette."

Colonel Stanley desires me, in reply, to state, for the information of the Marquis of Salisbury, that he thinks the Notification should be to the effect that, by Treaties of the 16th July, 1884, with the Chiefs and people of Jakri; of the 24th December, 1884, with the Chiefs of the Territory of Ogbo; and of the 24th October, 1885, with Amapetu, King of Mahin, the Queen's sovereignty and protection has been established over the whole of the country lying on the seaboard between the eastern boundary of the Protectorate of Lagos at Odi, and the Benin River; and that, by a further Treaty with King Amapetu, also dated the 24th October, 1885, the whole of his territories inland have also been placed under her protection.

It should be added that the whole of the coast-line in question will be added to, and form part of, the Lagos Protectorate.

I am to observe that copies of the Treaties with Jakri and Ogbo, above referred to, were inclosed in the late Governor Young's despatch of the 29th December, 1884, a copy of which accompanied the letter from this Department of the 5th February last.

I am to transmit a copy of the despatch which has been addressed to Governor Griffith notifying the acceptance of the Treaties with King Amapetu, and instructing him as to the action to be taken in consequence.

I am, &c.

(Signed) ROBERT G. W. HERBERT.

Inclosure in No. 2.

Colonel Stanley to Governor Griffith.

Sir,

Downing Street, January 7, 1886.

I HAVE the honour to acknowledge the receipt of your despatch of the 31st October, inclosing Treaties which you had concluded with King Amapetu of Mahin for the cession of the Mahin Beach, and for the extension of Her Majesty's friendship and protection to the Mahin country.

Her Majesty's Government are well satisfied with your proceedings in this matter, and I have to convey to you the expression of their approval of the manner in which you conducted the negotiations, and of the results obtained.

I have, further, to intimate to you Her Majesty's acceptance of the Treaties made with King Amapetu, which you will request Captain Moloney to cause to be conveyed to him.

You will, at the same time, desire him to inform King Manuwa of Itebu that, although Her Majesty's Government desire to remain on friendly terms with him, and to encourage in every way peaceful intercourse between his people and those of the British territories and Protectorate, they are not prepared at the present moment to recommend the Queen to accept his offer to place his kingdom under her protection.

I think it will also be desirable that, unless you are satisfied that they understand the point, steps should be taken to make it clear to the King and Chiefs of Mahin, with regard to the assurances which you gave to them, that while there is no intention of interfering with their native customs in their own territory, yet that, of course, as regards the beach actually ceded to Her Majesty, it becomes British territory, and, as such, the rules observed with respect to slavery at Leckie and other places in the neighbourhood which are British will also apply to the Mahin Beach.

As, by virtue of the Treaties now concluded, and those of which copies were inclosed in the late Governor Young's Confidential despatch of the 29th December, 1884, the whole coast-line between Odi and the Benin River, including the Mahin Beach, the Ogbo territory, and a portion of the Jakri territory, is now under the sovereignty and protection of Her Majesty, I have to instruct you to cause a Proclamation to be issued to this effect, adding that the coast-line in question has been attached to, and forms part of, the Protectorate of Lagos, and that the Customs Laws of Lagos will, from the date of the Proclamation, be in force therein.

I have, &c.

(Signed) F. STANLEY.

No. 2*.

The Law Officers of the Crown and Sir J. Deane to the Earl of Rosebery.—(Received March 29.)

[In reply to the following Reference, the Law Officers and Sir J. Deane reported as on p. 6.]

Foreign Office to the Law Officers of the Crown and Sir J. Deane.

Gentlemen,

Foreign Office, March 13, 1886.

I HAVE the honour, by direction of the Earl of Rosebery, to transmit to you the accompanying draft of a Royal Charter by which it is proposed to confer on the National African Company (Limited) authority to undertake the administration of certain territories in the districts of the Lower Niger and the Benué, in West Africa, under powers vested in them by the native Chiefs, and under the supervision and control of Her Majesty's Government.

The draft Charter has been settled by Mr. R. S. Wright, and it follows generally the precedent of the North Borneo Charter, of which a copy is annexed.

Article 14 has been inserted to carry out the arrangements between the British and German Governments contained in the correspondence laid before Parliament in June last ("Africa No. 6, 1885").

It is intended that the judicial administration should be carried on under the West African Order, 1885, and, therefore, by officers holding direct authority from the

Crown. On this point I am to refer you to the obligations undertaken by Her Majesty's Government under Article XXX of the General Act of the Berlin Conference, and to the draft of a Supplemental Order in Council which has been prepared by Mr. Wright to enable the judicial authorities in the Niger districts to carry them out.

It is of importance from the political point of view that the Charter should now be issued with the least possible delay, and it has already been submitted to and approved by the Lord Chancellor; but, before taking the further steps requisite, Lord Rosebery would be glad to be informed whether it also meets with your approval.

The various papers referred to are herewith inclosed.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

List of Papers.

1. Draft Charter. For Charter as granted to the National African Company, July 28, 1886, see Confidential No. 5269*.
2. West African Order in Council, March 26, 1885. Confidential No. 5094*.
3. Parliamentary Paper, "Africa No. 6 (1885)." No. 2979.
4. General Act of the Berlin Conference, "Africa No. 4 (1885)." No. 2951.
5. British North Borneo Company's Charter, November 7, 1881. Confidential No. 4528.

Report.

That we venture to suggest to your Lordship that, in order to remove the ambiguity in Lord Granville's despatch of the 16th May, 1885, and in Count Münster's reply of the 2nd June, 1885, but which was explained in Lord Granville's despatches of the 10th June, 1885, and the 16th June, 1885, some such words should be inserted in Article 14 of the draft Charter, between the words "markets" and "subjects," as the following, viz.: "but foreigners alike with British subjects will be." In other respects we approve the draft Charter.

(Signed) C. RUSSELL.
H. DAVEY.
J. PARKER DEANE.

Royal Courts of Justice, March 29, 1886.

No. 3.

Mr. K. M. Mackenzie to the Earl of Rosebery.—(Received July 5.)

My Lord,

House of Lords, July 3, 1886.

I HAVE to acknowledge receipt of your letter of to-day, inclosing a copy of an Order in Council for granting a Charter of Incorporation to the National African Company, Limited.

In reply, I beg to inform you that the warrant directing letters patent to issue will be prepared forthwith, and on the other side I send you statement of the amount required for stamp duty, &c.

I am, &c.
(Signed) KENNETH MUIR MACKENZIE.

No. 3 A.

Sir J. Pauncefote to Lord Aberdare.

My Lord,

Foreign Office, July 12, 1886.

I AM directed by the Earl of Rosebery to transmit to you herewith the Charter granted to the National African Company (Limited). The Charter, which has been received from the Crown Office, has the Great Seal attached to it.

I am also to state that his Lordship understands that the fees of 96l. 6s., legally leviable, have been paid by the Company.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 3 B.

(A.)

*Extract from the "London Gazette" of Tuesday, July 13, 1886.**Foreign Office, July 12, 1886.*

THE following Charter has been granted to the National African Company (Limited), upon a Petition to Her Majesty in Council:—

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

To all to whom these presents shall come greeting:

Whereas an humble Petition has been presented to us in our Council by the National African Company (Limited), of 34 to 40, Ludgate Hill, in the City of London, hereinafter referred to as "the Company."

And whereas the said Petition states (among other things) that the Petitioner Company was incorporated in the year 1882, under the Companies Acts, 1862 to 1880, as a Company limited by shares. And that the capital of the Company is 1,000,000*l.*, divided into 100,000 shares of 10*l.* each, with power to increase. And 91,675 of such shares have been subscribed for and issued; and a further 6,000 of such shares have been subscribed for, and are about to be issued, making in all 97,675 of such shares. And that the objects of the Company, as declared by the Memorandum of Association of the Company, are (amongst others) the following, that is to say:—

To carry on business and to act as merchants, bankers, traders, commission agents, ship-owners, carriers, or in any other capacity, in the United Kingdom, Africa, or elsewhere, and to import, export, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal in goods, produce, articles, and merchandize, according to the custom of merchants, or otherwise.

To form or acquire and carry on trading stations, factories, stores, and depôts in Africa or elsewhere, and to purchase, lease, or otherwise acquire, carry on, develop, or improve any business, or any real or personal property in the United Kingdom, Africa, or elsewhere, or any undivided or other interest whatsoever therein respectively.

To apply for, acquire, and hold any Charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents, or other rights or powers from the British Government, or any other Government or State, or any potentate or local or other authority in Africa or elsewhere; to exercise, carry on, and work any powers, rights, or privileges so obtained; and to constitute or incorporate the Company as an anonymous or other Society in any foreign country or State.

To purchase or otherwise acquire, open, and work mines, forests, quarries, fisheries, and manufactories; and to stock, cultivate, and improve any of the lands of the Company, erect buildings thereon, and sell the produce thereof.

To do all other things whatsoever, whether of the like or other nature, which the Company may consider in any way incidental or conducive to the foregoing objects, or any of them.

And whereas the Petition further states, that the Kings, Chiefs, and peoples of various territories in the basin of the River Niger in Africa, fully recognizing, after many years' experience, the benefits accorded to their countries by their intercourse with the Company and their predecessors, have ceded the whole of their respective territories to the Company by various Acts of Cession specified in the Schedule hereto.

And whereas, in consideration of such cessions, the Company agreed, amongst other things, not to interfere with any of the native laws, and not to encroach on, or to interfere with, any private property unless the value should be agreed upon by the owner and the said Company, and payment made of such value.

And whereas the petitioners further state that the Company, since their incorporation, have been actively engaged in carrying into effect the objects stated in the aforesaid Memorandum of Association, and have purchased the business of all European traders in the regions aforesaid, and are now the sole European traders there and are now engaged in developing the resources of such regions, and in extending trade further into the interior.

And whereas the Petition further states that the Company and their predecessors, whose businesses they purchased, have, during many years past, expended large sums of money and made great exertions in and about acquiring the confidence of the said

native Kings, Chiefs, and peoples, which have resulted in the said cessions of territory, and large expenditure will be incurred in carrying the same into effect and discharging the obligations arising thereunder.

And whereas the Petition further states that the condition of the natives inhabiting the aforesaid territories would be materially improved, and the development of such territories and those contiguous thereto, and the civilization of their peoples would be greatly advanced if we should think fit to confer on the Company, and the Petitioner Company therefore most humbly pray that we will be graciously pleased to grant by our Royal Charter authority to accept the full benefit of the several cessions aforesaid, and all such other powers and authorities in relation to the premises as to us may seem meet, subject, nevertheless, to such conditions as we may think fit to impose.

And whereas the Petition further states that if such authority were conferred on the Petitioner Company they would thereby be enabled to render to our dominions services of much value, and to promote the commercial prosperity of many of our subjects.

Now, therefore, we, having taken the said Petition into our Royal consideration, in our Council, and being satisfied that the intentions of the Petitioner Company are praiseworthy, and deserve encouragement, do hereby will, ordain, grant, and declare as follows, that is to say:—

Authorization to Company.

1. The said National African Company (Limited) (in this, our Charter, referred to as the Company), is hereby authorized and empowered to hold and retain the full benefit of the several cessions aforesaid, or any of them, and all rights, interests, authorities, and powers for the purposes of government, preservation of public order, protection of the said territories, or otherwise of what nature or kind soever, under or by virtue thereof, or resulting therefrom, and ceded to or vested in the Company in, over, or affecting the territories, lands, and property comprised in those several cessions, or in, over, or affecting any territories, lands, or property in the neighbourhood of the same, and to hold, use, enjoy, and exercise the same territories, lands, property, rights, interests, authorities and powers respectively for the purposes of the Company, and on the terms of this our Charter.

Fulfilment by Company of Promises given.

2. The Company shall be bound by and shall fulfil all and singular the stipulations on their part contained in the Acts of Cession aforesaid, subject to any subsequent Agreement affecting those stipulations approved by one of our Principal Secretaries of State (in this, our Charter, referred to as "our Secretary of State").

British Character of the Company.

3. The Company shall always be and remain British in character and domicile, and shall have its principal office in England, and its principal representative in the territories aforesaid, and all the Directors shall always be natural-born British subjects, or persons who have been naturalized as British subjects by or under an Act of the Parliament of our United Kingdom.

Restriction of Transfer by Company.

4. The Company shall not have power to transfer, wholly or in part, the benefit of the cessions aforesaid, or any of them, except with the consent of our Secretary of State.

Foreign Powers.

5. If at any time our Secretary of State thinks fit to dissent from or object to any of the dealings of the Company with any foreign Power, and to make to the Company any suggestion founded on that dissent or objection, the Company shall act in accordance therewith.

Slavery.

6. The Company shall, to the best of its power, discourage and, as far as may be practicable, abolish by degrees any system of domestic servitude existing among the native inhabitants; and no foreigner, whether European or other, shall be allowed to own slaves of any kind in the Company's territories.

Religions of Inhabitants.

7. The Company as such, or its officers as such, shall not in any way interfere with the religion of any class or tribe of the people of its territories, or of any of the inhabitants thereof, except so far as may be necessary in the interests of humanity, and all forms of religious worship and religious Ordinances may be exercised within the said territories, and no hindrance shall be offered thereto, except as aforesaid.

Administration of Justice to Inhabitants.

8. In the administration of justice by the Company to the people of its territories or to any of the inhabitants thereof, careful regard shall always be had to the customs and laws of the class, or tribe, or nation to which the parties respectively belong, especially with respect to the holding possession, transfer, and disposition of lands and goods, and testate or intestate succession thereto, and marriage, divorce, and legitimacy, and other rights of property and personal rights.

Treatment of Inhabitants generally.

9. If at any time our Secretary of State thinks fit to dissent from, or object to, any part of the proceedings or system of the Company relative to the people of its territories, or to any of the inhabitants thereof, in respect of slavery or religion, or the administration of justice, or other matter, and to make to the Company any suggestion founded on that dissent or objection, the Company shall act in accordance therewith.

Facilities for British National Ships.

10. The Company shall freely afford all facilities requisite for our ships in the harbours of the Company.

Flag.

11. The Company may hoist and use on its buildings, and elsewhere in its territories, and on its vessels such distinctive flag indicating the British character of the Company as our Secretary of State and the Lords Commissioners of the Admiralty shall from time to time approve.

General Powers of Company.

12. The Company is hereby further authorized and empowered, subject to the approval of our Secretary of State, to acquire and take by purchase, cession, or other lawful means, other rights, interests, authorities, or powers of any kind or nature whatever, in, over, or affecting the territories, lands, or property comprised in the several Treaties aforesaid, or any rights, interests, authorities, or powers of any kind or nature whatever in, over, or affecting other territories, lands, or property in the region aforesaid, and to hold, use, enjoy, and exercise the same for the purposes of the Company and on the terms of this our Charter.

Questions of Title.

13. If at any time our Secretary of State thinks fit to object to the exercise by the Company of any authority or power within any part of the territories comprised in the several cessions aforesaid, or otherwise acquired by the Company on the ground of there being an adverse claim to that part, the Company shall defer to that objection.

Prohibition of Monopoly.

14. Nothing in this our Charter shall be deemed to authorize the Company to set up or grant any monopoly of trade; and subject only to customs duties and charges as hereby authorized, and to restrictions on importation similar in character to those applicable in our United Kingdom, trade with the Company's territories under our protection shall be free, and there shall be no differential treatment of the subjects of any Power as to settlement or access to markets, but foreigners alike with British subjects will be subject to administrative dispositions in the interests of commerce and of order.

The customs duties and charges hereby authorized shall be levied and applied solely for the purpose of defraying the necessary expenses of Government, including

the administration of justice, the maintenance of order, and the performance of Treaty obligations, as herein mentioned, and including provision to such extent and in such manner as our Secretary of State may from time to time allow for repayment of expenses already incurred for the like purposes or otherwise in relation to the acquisition, maintenance, and execution of Treaty rights.

The Company from time to time, either periodically or otherwise, as may be directed by our Secretary of State, shall furnish accounts and particulars in such form, and verified in such manner as he requires, of the rates, incidence, collection, proceeds, and application of such duties, and shall give effect to any direction by him as to any modification of the description, rate, incidence, collection, or application of any such duties.

Conformity to Treaties.

15. The Company shall be subject to, and shall perform, observe, and undertake all the obligations and stipulations relating to the River Niger, its affluents, branches, and outlets, or the territories neighbouring thereto or situate in Africa, contained in and undertaken by ourselves under the General Act of the Conference of the Great Powers at Berlin, dated the 26th February, 1885, or in any other Treaty, Agreement, or Arrangement between ourselves and any other State or Power, whether already made or hereafter to be made.

Foreign Jurisdiction.

16. In all matters relating to the observance of the last preceding Article, or to the exercise within the Company's territories for the time being of any jurisdiction exercisable by us under the Foreign Jurisdiction Acts, or the said General Act of the 26th February, 1885, the Company shall conform to and observe and carry out all such directions as may from time to time be given in that behalf by our Secretary of State, and the Company shall, at their own expense, appoint all such officers to perform such duties, and provide such Courts and other requisites for the administration of justice as he directs.

General Provisions.

And we do further will, ordain, and declare that this our Charter shall be acknowledged by our Governors, and our naval and military officers, and our Consuls, and our other officers in our Colonies and possessions, and on the high seas and elsewhere, and they shall severally give full force and effect to this our Charter, and shall recognize and be in all lawful things aiding to the Company and its officers.

And we do further will, ordain, and declare that this our Charter shall be taken, construed and adjudged in the most favourable and beneficial sense for and to the best advantage of the Company, as well in our Courts in our United Kingdom, and in our Courts in our Colonies or possessions, and in our Courts in foreign countries or elsewhere, notwithstanding that there may appear to be in this our Charter any non-recital, mis-recital, uncertainty, or imperfection.

And we do further will, ordain, and declare that this our Charter shall subsist and continue valid, notwithstanding any lawful change in the name of the Company, or in the Articles of Association thereof, such change being made with the previous approval of our Secretary of State signified under his hand.

And we do, lastly, will, ordain, and declare that in case at any time it is made to appear to us in our Council expedient that this our Charter should be revoked, it shall be lawful for us, our heirs and successors, and we do hereby expressly reserve and take to ourselves, our heirs and successors, the right and power, by writing, under the Great Seal of our United Kingdom, to revoke this our Charter, without prejudice to any power to repeal the same by law belonging to us or them, or to any of our Courts, Ministers, or officers, independently of this present declaration and reservation.

Schedule of Treaties.

One dated the 31st January, 1884.
 One dated the 20th August, 1884.
 One dated the 28th August, 1884.
 One dated the 29th August, 1884.
 One dated the 30th August, 1884.
 One dated the 20th September, 1884.
 One dated the 23rd September, 1884.
 One dated the 24th September, 1884.

One dated the 25th September, 1884.
 One dated the 27th September, 1884.
 One dated the 29th September, 1884.
 One dated the 2nd October, 1884.
 Three dated the 9th October, 1884.
 Three dated the 10th October, 1884.
 Two dated the 11th October, 1884.
 One dated the 13th October, 1884.
 One dated the 15th October, 1884.
 One dated the 16th October, 1884.
 Two dated the 21st October, 1884.
 Two dated the 22nd October, 1884.
 Two dated the 23rd October, 1884.
 One dated the 25th October, 1884.
 One dated the 26th October, 1884.
 One dated the 27th October, 1884.
 One dated the 28th October, 1884.
 One dated the 29th October, 1884.
 One dated the 31st October, 1884.
 One dated the 1st November, 1884.
 One dated the 2nd November, 1884.

In witness whereof we have caused these our Letters to be made Patent.

Witness ourself at Westminster, the 10th day of July, in the fiftieth year of our reign.

By Warrant under the Queen's Sign Manual,

(L.S.)

MUIR MACKENZIE.

Inclosure in No. 3 B.

Statement.

						£	s.	d.
Stamp duty on warrant	..	..	..	..	..	30	0	0
" for letters patent	..	..	..	..	..	35	0	0
" (Inland Revenue)	..	..	..	..	..	30	0	0
Docket ..	..	..	..	..	..	0	2	0
Law stationer's charges	..	..	..	..	..	1	4	0
Total	..	..	..	..	..	96	6	0

No. 4.

The National African Company (Limited) to the Earl of Rosebery.—(Received July 13.)

My Lord,

34 to 40, Ludgate Hill, London, July 13, 1886.

I HAVE the honour, on behalf of the Directors of the National African Company, to submit, for your Lordship's approbation, a proposed change in the name of the Company and of the Articles of Association.

Your Lordship is aware that, in anticipation of these changes, a special clause was inserted in the Royal Charter—the last paragraph but one—providing that such changes should be made with the previous approval of the "Secretary of State, signified under his hand."

For your Lordship's information, the Directors have the honour to inclose several printed copies of the proposed alterations (together with the explanatory notice intended to be issued to the shareholders of the Company), and the Directors will feel deeply obliged to your Lordship if an early assent can be given, so as to enable them to proceed at once from these purely formal matters to the active work of organization.

I beg also to inclose several copies of the Memorandum and Articles of Association of the Company.

I have, &c.

(Signed)

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Inclosure in No. 4.

THE NATIONAL AFRICAN COMPANY (LIMITED).

NOTICE is hereby given, that an extraordinary general meeting of this Company will be held at No. 34 to 40, Ludgate-hill, in the City of London, on the

day of July, 1886, at 12 o'clock noon, for the purpose of considering, and if approved of passing, with or without any modification which the meeting may adopt, Resolutions to the following effect:—

1. That the Charter dated the 10th day of July, 1886, granted by Her Majesty the Queen in favour of the Company, be accepted and carried into effect, and that the steps taken by the Board for obtaining such Charter, and in relation to and under it, be and are hereby ratified and confirmed.

2. That the name of the Company be changed from the "National African Company (Limited)" to the "Royal Niger Company (Chartered and Limited)."

3. That the Articles of Association of the Company be altered and amended as follows:—

(1.) That the following words, wherever they respectively occur throughout the Articles, be expunged, and the undermentioned words substituted therefore respectively, that is to say—

The word "Board" expunged, and the word "Council" substituted therefor.

The words "Director" and "Directors" expunged, and the words "member of the Council" and "members of the Council" substituted therefor respectively.

The words "member" and "members" expunged, and the words "shareholder" and "shareholders" substituted therefor respectively.

(2.) That the following additional Article be inserted:—

62 A. The Company may, in general meeting, by an extraordinary Resolution, remove all or any of the members of the Council from office, and at the same or any subsequent meeting, by ordinary Resolution, appoint any qualified shareholders (including any or all the members so removed) as members of the Council in the place of those removed, or of some of them. The persons so appointed shall hold office during such time only as the members in whose place they are appointed would have held office if not removed, except in the case of the removal of the whole of the members of the Council at one time, in which case the rotation of retirement of the members of the new Council shall, in default of agreement amongst themselves, be determined by ballot.

(3.) That the following words be added at the end of Article 67:—

"The Chairman and Vice-Chairman for the time being shall be respectively designated the Governor and Deputy-Governor of the Company."

(4.) That the following clause be inserted after paragraph U of Article 71:—

U *bis*. They may do all acts and things authorized or required to be done by the Company by or under the Charter, dated the 10th day of July, 1886, granted by Her Majesty the Queen in favour of the Company, and shall observe and carry into effect all the provisions and stipulations of such Charter which may or ought to be performed and observed by the Company, and may make such outlays and expenditure as they shall deem necessary or expedient for such purposes. They may also assent to any variation in such Charter, accept supplemental, or new, or additional Charters, or surrender or assent to any variation in any Charter held for the time being, as they may from time to time deem expedient.

(5.) That the words "eight months" be substituted for the words "six months" in Article 80.

Such Resolutions as shall be duly passed by the requisite majority will be submitted to a subsequent extraordinary general meeting for confirmation as special Resolutions.

The Charter may be inspected by shareholders at the office of the Company between the hours of 11 and 1 on any day before the meeting.

By order of the Board,

(Signed) HENRY MORLEY, *Secretary*.

34 to 40, Ludgate Hill, London,
July 1886.

No. 5.

Sir J. Pauncefoot to the Law Officers of the Crown and Sir J. Deane.

Gentlemen,

Foreign Office, July 14, 1886.

I HAVE the honour to transmit to you, by direction of the Earl of Rosebery, the papers noted in the accompanying list,* which relate to the Charter which has been

* (A.) Draft of Charter as issued (see No. 3 a).

(B.) Memorandum of Articles of Association of National African Company

(C.) National African Company, 13th July (see No. 4).

(D.) Notice to shareholders of changes in Articles of Association.

issued to the National African Company, conferring powers on them in the Niger district.

The Directors now propose to change the name of the Company to that of "The Royal Niger Company (Chartered and Limited)." They propose also to make certain alterations in the Articles of Association, which are specified in the paper marked (D), being a notice to the shareholders of the intended changes. They have requested the sanction of the Secretary of State, which is required by the penultimate paragraph of the Law Clause of the Charter, entitled "General Provisions."

I am to observe, with reference to the new title which the Company desire to assume, namely, "The Royal Niger Company (Chartered and Limited)," that the Charter granted to the Company is not a Charter of Incorporation. The Company retains its original status under the Companies Acts, and the Charter merely confers on it authority to accept the benefit of the cessions from the native Kings, Chiefs, and peoples therein referred to, subject to certain conditions and restrictions.

The proposed new title seems to imply that the Company is a Chartered Company in the sense of a Company incorporated by Royal Charter. If you should think that there is any weight in that objection, Lord Rosebery would suggest to the Company that the words "Chartered and" be omitted from the new title.

Before sanctioning the other changes proposed in the Articles of Association, his Lordship would be glad to be favoured with your opinion as to whether they may properly be approved by the Secretary of State.

I am to add that the matter presses, and it is important that an answer should be returned to the Company with the least possible delay.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

Inclosure 1 in No. 5.

(A.)

Extract from the "London Gazette" of Tuesday, July 13, 1886

[See No. 3 B.]

Inclosure 2 in No. 5.

(B.)

THE COMPANIES ACTS, 1862 TO 1880.

Company limited by Shares.

MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE NATIONAL AFRICAN COMPANY (LIMITED).

Memorandum of Association.

1. THE name of the Company is "The National African Company (Limited)."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (a.) To carry on business, and to act as merchants, bankers, traders, commission agents, ship-owners, carriers, or in any other capacity, in the United Kingdom, Africa, or elsewhere; and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in, goods, produce, articles, and merchandize, according to the custom of merchants or otherwise.
 - (b.) To purchase, acquire, carry on, and develop the business and undertaking of the United African Company (Limited).
 - (c.) To form or acquire, and carry on trading stations, factories, stores, and depôts in Africa or elsewhere; and to purchase, lease, or otherwise acquire, carry on, develop, and

improve any business, or any real or personal property, in the United Kingdom, Africa, or elsewhere, or any undivided or other interest whatsoever therein respectively.

(d.) To apply for, acquire, and hold any Charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents, or other rights or powers from the British Government, or any other Government or State, or any potentate or local or other authority in Africa or elsewhere; to exercise, carry on, and work any powers, rights, or privileges so obtained; and to constitute or incorporate the Company as an anonymous or other society in any foreign country or State.

(e.) To purchase, build, hire, charter, or otherwise own, hold, use, and dispose of, steam and other ships, vessels, boats, and their appurtenances; to construct or otherwise acquire docks, slips, or griddons, canals, railways, tramways, roads, and other ways, and vehicles of all kinds, machinery, plant, and appliances, for all and every purpose and use; and to work and carry on the same.

(f.) To purchase, or otherwise acquire, open, and work mines, forests, quarries, fisheries, and manufactories; and to stock, cultivate, and improve any of the lands of the Company, erect buildings thereon, and sell the produce thereof.

(g.) To draw, accept, indorse, negotiate, purchase, lend money upon, or discount, hold, and dispose of promissory notes, bills of exchange, bankers' drafts, warrants, bills of lading, or any representatives of produce or merchandize, whether foreign or inland, or mortgages, bonds, debentures, shares (except shares of this Company), or other securities.

(h.) To borrow money on bonds, debentures, bills, or other securities of the Company, secured or not by mortgage, pledge, or otherwise of any property of the Company, including uncalled-up capital or unpaid calls, in any mode and on any terms and conditions as to interest, repayment, or otherwise.

(i.) To establish and regulate or to discontinue agencies for the purposes of the Company.

(j.) To lease, let out for hire, or make any arrangement for the working or development of, or to mortgage, sell, dispose of, or otherwise deal with the whole or any part of any business, lands, ships, property, rights, privileges, or assets of any kind whatever of the Company for the time being, or any undivided or other share or interest therein respectively, in any mode, and either absolutely or conditionally; to grant licences or concessions out of, over, or in respect of any property or rights of the Company; to make and carry into effect any arrangements for the union of interests or amalgamation, either in whole or in part, with any Company, Corporation, or person; and on any such sale or other disposition or arrangement to accept payment, in whole or part, in shares, bonds, debentures, or other securities of any Company, Corporation, or person, and subject or not to any restriction or condition as to transfer or otherwise.

(k.) To do all other things whatsoever, whether of the like or other nature, which the Company may consider in any way incidental or conducive to the foregoing objects or any of them.

4. The liability of the members is limited.

5. The capital of the Company is 1,000,000*l.*, divided into 100,000 shares of 10*l.* each, with power to increase. Such capital or increased capital may be issued as wholly ordinary, or partly as ordinary and partly as preference shares. Any portion of such ordinary shares may be issued as deferred shares as to dividend either permanently or for a limited time.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names.	Addresses.	Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
John Senhouse Goldie-Taubman	The Nunnery, Isle of Man ..	Justice of the Peace ..	1
John Main Adam	47, Queen's Road, Brownwood Park	Banker	1
Thomas John Wesley Buckley	Elmside, Teddington, Middlesex	Manager of Insurance Company	1
Clifford Blackburn Edgar ..	Terrace Lodge, Richmond, Surrey	Director of a Public Company	1
James Alexander Croft ..	Ashley, Putney, Surrey ..	Ditto	1
George Miller	55, Waterloo Street, Glasgow ..	African merchant	1
James Albert Tassell ..	9, Vernon Terrace, East Finchley, Middlesex	Cashier to a public Company.	1
Charles Bannatyne	8, Arundel Square, Barnsbury, London	Mercantile clerk	1

Dated the 8th day of July, 1882.

Witness to the signatures of the said John Senhouse Goldie-Taubman, John Main Adam, Thomas John Wesley Buckley, Clifford Blackburn Edgar, James Alexander Croft, George Miller, James Albert Tassell, and Charles Bannatyne.

(Signed) HENRY MORLEY, 364, Cold Harbour Lane,
Brixton, Surrey, Gentleman.

Articles of Association.

It is agreed as follows :—

1. Introductory.

1. Table (A) appended to "The Companies Act, 1862," shall not apply to this Company.

2. The following expressions in these Articles of Association shall (unless the subject or context be repugnant to such construction) have the meanings following, that is to say :—

Words importing the singular include the plural; the masculine includes the feminine; "persons" includes "Corporations," *mutatis mutandis*.

"The Company" means "The National African Company (Limited)."

The "Articles" means these Articles of Association, and the Regulations of the Company for the time being in force.

"Member" means a member of the Company, whether holding shares or stock of any class, and "shareholder" includes a "member."

"Register" means the Register of shares of the Company.

"Board" means the Directors of the Company for the time being, or a quorum of such Directors assembled at a meeting of Directors duly convened.

"Month" means a calendar month.

"General meeting" means a general meeting of the Company.

"Special Resolution" and "Extraordinary Resolution" respectively mean a Special Resolution and an Extraordinary Resolution of the Company, as defined by "The Companies Act, 1862."

2. Business.

3. The business of the Company shall be that referred to in the Memorandum of Association of the Company. Such business shall be commenced when in the judgment of the Board a sufficient number of shares shall have been subscribed for.

4. The Board may, without the sanction of a general meeting, at any time after the incorporation of the Company, enter into an agreement, on any terms they may think fit, for the purchase of, and do all acts necessary for effectually vesting in the Company the whole or any portion of the business, property, assets, and undertaking of the United African Company (Limited).

3. *Office.*

5. The registered office of the Company shall be at such place in England as the Board shall from time to time determine.

4. *Capital.*

6. The capital of the Company is 1,000,000*l.*, divided into 100,000 shares of 10*l.* each.

7. The Board may issue shares (part of the said capital) for a sum not exceeding 250,000*l.* in 25,000 shares of 10*l.* each, as fully paid up, or partly paid up, to the United African Company (Limited), or its nominees, being registered shareholders of that Company, in payment, or part payment, for the purchase of the business and undertaking of that Company, subject to the following conditions:—

(a.) Up to the 30th June, 1885, inclusive, any shares so issued shall be and shall be called "deferred" shares, not ranking for dividend until a preferential dividend at the rate of 10 per cent. per annum has been paid in accordance with Article 82 on the remainder of the paid-up ordinary share capital of the Company.

(b.) Prior to the said 30th June, 1885, inclusive, such deferred shares shall not be transferable on the Register, except as between persons who are registered shareholders of the United African Company (Limited), at the date of the first allotment of the shares of the Company.

(c.) From and after the 30th June, 1885, such deferred shares shall become for all purposes ordinary shares of the Company, and shall be registered and transferable as such.

The Board may issue and allot the remainder of the ordinary share capital from time to time as deemed desirable.

8. The capital may, with the sanction of a Special Resolution, be increased to any amount, in any manner, and on any terms of equality, preference or otherwise.

9. The Company shall not purchase, or otherwise deal in any of the shares forming part of the capital of the Company.

5. *Shares, Calls, &c.*

10. Every share shall be indivisible. Any one of joint holders of any share may give effectual discharges for any dividend thereon.

11. Members shall, on payment (if required) of 1*s.*, be entitled to a certificate under the common seal of the Company, specifying the shares held and the amount paid up thereon. Certificates worn out or lost may be renewed on such conditions as the Board may determine.

12. The Company shall have a first and paramount lien and charge on all shares registered in the name of any member, for all moneys owing by him to the Company, and whether actually payable or not.

13. Twenty-one days' notice at least shall be given of each call. No call shall exceed 1*l.* per share. An interval of three months at least shall elapse between each call. Subject thereto, calls may be made by the Board from time to time, as deemed necessary or desirable, and shall be paid at such times, to such persons, and in such places and manner, as the Board shall direct.

14. A call shall be deemed to be made at the time when the Resolution authorizing it is passed by the Board.

15. Interest at 10 per cent. per annum shall be paid on calls in arrear.

16. Joint holders of shares shall be jointly and severally liable for payment of calls.

17. No person shall vote or exercise any privilege as a shareholder whilst any call due from him is in arrear.

18. The Board may at any time receive from any shareholder payment in advance of the whole or any part of the amount for the time being uncalled up on his shares, on any terms as to payment by the Company of interest thereon, or otherwise; but the amount for the time being paid in advance of calls shall not rank for dividend under Article 82.

6. *Transfer of Shares.*

19. All transfers shall be executed both by the transferor and the transferee, and shall be deposited at the office along with the share certificates, with such a transfer fee (not exceeding 2*s.* 6*d.* for each transfer) as the Board may direct. The Board may

decline to register a transfer made in a form of which they shall not approve. The transferor shall be deemed the holder until the transferee is registered in respect of the shares transferred.

20. Shares not fully paid up shall be transferred to such persons only as the Board shall approve. No transfer shall be made to an infant, or, without the consent of the Board, to a married woman (except of fully paid shares as prescribed by Statute), either solely, or jointly with any other person, or to any person who may have previously incurred a forfeiture under Article 27.

21. The Board may decline to register any transfer by a member indebted to the Company in respect of calls or otherwise, and whether the debt be actually payable or not.

22. The transfer books may be closed during such period, not exceeding fourteen days at one time, or thirty days in one year, as the Board may direct.

7. Transmission of Shares.

23. Shares shall be personal estate and transmissible as such.

24. The registered holders of shares shall (so far as concerns the Company) be deemed the only persons interested therein, both legally and equitably. The Company shall not be affected by notice of any trust, charge, or other interest, legal or equitable, partial or absolute, by virtue whereof any person other than the registered holder shall be, or shall claim to be, interested in any share.

25. Shares held in joint names shall, on the death of any joint holder, be registered in the sole name of the survivor, notwithstanding that the holders may, as between themselves, have held the shares as tenants in common and not as joint tenants. Husband and wife if registered as joint holders of shares shall be deemed distinct persons, but without prejudice to the rights of either during their joint lives.

26. Any person entitled to shares otherwise than by transfer may, on such proof of his title as the Board may deem sufficient, either be himself registered, or, by transferring the shares in the ordinary form to some other person, may elect to have the transferee registered in respect thereof. The legal personal representatives of a deceased member shall be the only persons recognized by the Company as having any title to shares registered in his name solely or as the last survivor of a joint account, and no specific legatee or other person shall be entitled to be registered in respect of such shares, except on a transfer in ordinary form from such personal representatives.

8. Forfeiture of Shares.

27. The Board may declare any shares forfeited in any of the following events:—

(a.) If a call being in arrear the shareholder shall make default in payment thereof, with interest, for one month after notice requiring payment shall have been given. The shareholder shall, notwithstanding any forfeiture under this section, be liable for and shall forthwith pay all unpaid calls to the Company with interest.

(b.) If a member on whose shares the Company shall have a lien or charge under Article 12 shall make default in payment to the Company of all moneys secured by such lien for two months after notice requiring payment shall have been given. On such last-mentioned forfeiture (otherwise than for unpaid calls) the value of the shares, to be ascertained as stated below, shall be set off against the moneys owing, and the Company shall pay to the shareholder any surplus value (if any). If such value be less than the money owing, the shareholder shall forthwith pay the balance to the Company. The value of shares to be so set off or paid shall be the medium market price on the day of forfeiture, or if there be no such market price, then such value shall be the average price of shares as appearing from the considerations expressed in the last three transfers for value lodged in the office on or next before the day of forfeiture.

The day of forfeiture shall be that on which the Resolution declaring the forfeiture is passed by the Board. No forfeiture shall prejudice the right of the shareholder to a dividend already declared.

28. Shares forfeited pursuant to Article 27 shall become the property of the Company, and may be issued or disposed of as the Board may think fit. Until so issued or disposed of, forfeited shares shall be deemed part of the unissued capital.

29. The Board may, in their discretion, remit any forfeiture within twelve months thereafter on any terms they may think fit.

30. A certificate under the common seal of the Company, or signed by a Director or

the Secretary, that the shares have been duly forfeited, shall be conclusive evidence in favour of every person thereafter holding the same, and the remedy of any shareholder for any improper forfeiture shall be in damages only.

9. *Conversion of Shares into Stock and Consolidation of Shares.*

31. The Company may from time to time, by an Extraordinary Resolution, convert any shares into stock, or consolidate and divide the capital, or any part thereof, into shares of larger or less amount than the original shares. Holders of stock, or consolidated or divided shares, shall, so far as possible, have and be subject to similar rights, priorities, privileges, regulations, and liabilities in all respects as under these Articles are annexed to the original shares which such stock or consolidated or divided shares may represent.

32. Share warrants may, with the sanction of a general meeting, be issued on any terms and conditions as to voting and in all other respects as may be prescribed.

10. *General Meetings.*

33. General meetings shall be held at such time and place as the Board may from time to time determine. One ordinary meeting, at least, shall be held in each year, at such time as the Board may determine.

34. The Board may at any time, and shall on a requisition in writing left at the office, signed by not less than ten members, holding at least 2,000 shares, stating the object of the meeting, convene a general meeting.

35. Whenever the Board neglect for fourteen, days after the delivery of a requisition to convene a meeting, any ten members, holding at least 2,000 shares, may convene the meeting.

36. Notice of general meetings, specifying the day, hour, place, and special business (if any), shall be posted or delivered not later than the eighth day before the meeting to each member at his registered address, whether in England or abroad. Default or non-receipt of notice to any member shall not invalidate the proceedings of any meeting.

11. *Procedure at General Meetings.*

37. Ten members present personally or by proxy shall be a quorum for a general meeting, except for an adjourned meeting under Article 40.

38. No special business shall be transacted at any meeting unless notice thereof has been given pursuant to Article 36. All business shall be deemed special, except sanctioning a dividend, the consideration of the accounts, balance-sheets, and ordinary Report of Directors and Auditors, and the election of Directors and Auditors.

39. If a quorum be not present within half-an-hour from the time appointed, the meeting shall stand adjourned for one week at the same time and place.

40. If ten members be not present at any adjourned meeting within half-an-hour from the time appointed, the members present may proceed to business.

41. The Chairman, or, if absent, the Vice-Chairman, or, failing him, one of the Directors present, shall preside at every general meeting. If no Director be present, the meeting shall appoint a Chairman.

42. The Chairman may, with the consent of the meeting, adjourn from time to time, and from place to place. No new business shall be transacted at any adjourned meeting.

43. All questions at a general meeting shall be decided by a simple majority of votes unless otherwise required by any Act of Parliament or by these Articles. The voting shall be by a show of hands, unless immediately on the declaration by the Chairman a poll be demanded in writing by at least five members present and entitled to vote at the meeting.

44. Every poll shall be taken in such manner, and either immediately or at such time and place, as the Chairman directs. The result of the poll shall be deemed the Resolution of the meeting.

45. A declaration by the Chairman that a Resolution is carried, whether unanimously or otherwise, and an entry to that effect on the Minutes of the meeting shall be conclusive evidence of the fact declared, without proof of the number or proportion of the votes, or of the regularity of the meeting.

12. *Votes of Members.*

46. Each member shall, on every poll, have one vote in respect of each share held by him.

47. A lunatic or idiot member may vote by his committee or other legal curator.

48. The first-named of several joint holders shall be the only person entitled to vote in respect of the shares so held.

49. No member shall, except during the first six months from the registration of the Company, be entitled to vote—

(a.) If he have not been registered as the holder of the shares in respect of which he claims to vote for three months at least before the day of meeting ;

(b.) If any call on his shares is in arrear.

50. Members may vote personally or by proxy. Every proxy shall (unless the Board otherwise determine) be in favour of a member.

51. Proxies may be in the following form, or to the following effect :—

“I, the Undersigned _____, a member of the National African Company (Limited), hereby appoint also a member of the Company, to act as my proxy at the general meeting of the Company to be held on the _____ day of _____, 18____, and at any adjournment thereof (or at any general meeting in the year 18____, or otherwise).”

“Dated this _____ day of _____, 18____.”

Proxies not in the above form, or as near thereto as circumstances will admit, shall be subject to the approval of the Board before being acted on. The Board may approve any proxy they may deem sufficient, and whether in favour of a member or not. Every proxy shall be left at the office at least three clear days before the meeting. All proxies shall be kept in the office, unless the Board shall otherwise determine with respect to any proxy not in the above form.

52. Every proxy shall be signed by the appointor, or, in the case of a Corporation, sealed with its common seal, or signed by two Directors.

53. The Chairman at any general meeting shall, in every case of equality of votes on a poll or otherwise, have a second or casting vote.

13. Board.

64. The number of Directors shall not be less than five, nor more than fifteen. Whenever the number is below fifteen the Board may from time to time appoint additional Directors, subject (except as to the first Directors) to the ratification of the next ordinary general meeting. A general meeting may increase, or on any vacancy occurring may reduce, the number for the time being.

55. A Director's qualification shall be 100 shares, held in his own right for three months (except as to the first Directors) prior to the date of his appointment.

56. The first Directors shall be the Right Honourable the Lord Aberdare, James Alexander Croft, Clifford Blackburn Edgar, John Senhouse Goldie-Taubman, James Frederick Hutton, George Miller, Charles William Mills, James Pinnock, and such other Directors as the Board shall appoint within six months from the date of the first allotment of shares.

57. Any occasional vacancy in the Board may be filled up by the Board. Any Director so appointed shall, as to period of retirement and in all other respects, stand in the place of his predecessor (if any).

58. The remuneration of the Directors may from time to time be reduced by Resolution of a general meeting, but shall not be increased except with the sanction of an Extraordinary Resolution. Until so otherwise fixed, the remuneration of the Directors shall be 1,250*l.* per annum, exclusive of the salaries of the Managers or Managing and Consulting Directors. Such remuneration shall be divided amongst the Directors as the Board may determine, but no Director who is interested in the United African Company (Limited) shall participate in such remuneration, or receive any remuneration (except as a Managing or Consulting Director, or in some other special capacity) for a period of three years from the date of the first allotment of shares in the Company.

14. Rotation of Directors.

59. One-third, or the nearest number to one-third, of the Directors shall retire at the first ordinary general meeting in 1883, and in each subsequent year, and the meeting shall elect qualified members to fill their places. If such places be not then filled up, or the number of Directors reduced, the meeting shall be adjourned for one week at the same time and place. If the adjourned meeting shall not fill the vacancies, the retiring Directors shall continue in office until the ordinary meeting in the next year.

60. The order of retirement shall be determined by length of office, except in the case

of the first Directors or of other Directors whose elections date from the same time, and whose rotation shall (in default of agreement among themselves) be determined by ballot. Retiring Directors shall continue in office until the conclusion of the meeting at which they retire. A retiring Director may be re-elected.

61. No member, other than a retiring Director, shall be eligible for election as a Director unless he give at least fourteen days' previous notice of his candidature.

62. The Board may at any time accept the resignation of any Director desirous of resigning. On such acceptance, but not before, the office shall be vacant.

15. *Disqualification of Directors.*

63. Every Director shall vacate his office—

(a.) If he cease to hold 100 shares in his own right.

(b.) If he hold any other position of profit under the Company except that of a Manager or Managing or Consulting Director or Banker, but no purchase, sale, contract, or other transaction in which a Director is interested shall be deemed a position of profit within the meaning of this clause.

(c.) If he become bankrupt, or enter into any arrangement or composition with, or apply for protection against, his creditors, or be declared lunatic, or become of unsound mind.

(d.) If he cease to attend the meetings of the Board for six consecutive months.

(e.) If, being interested, either individually or as a member of any Company or partnership, in any contract or transaction with the Company, he fails to declare such interest to the Board, whether he votes or otherwise acts in reference to such contract or transaction or not. A general declaration by any such Director of his interest in all transactions or dealings which may be from time to time thereafter entered into between the Company and any Company, partnership, or persons specified in such declaration shall, when entered on the Minutes of the Board, be a sufficient declaration of interest within the meaning of this clause.

But no office of Director shall be deemed vacated unless and until a Resolution to that effect has been passed by the Board, and all acts done by the Director previously thereto shall be valid and effectual.

16. *Meetings and Proceedings of the Board and Committees.*

64. Meetings of the Board shall be held at such time and place, and may be adjourned, and shall be regulated as the Board may from time to time determine. The Chairman may at any time summon a special meeting, to be held at the registered office or other usual place of meeting, on giving one clear day's notice by post to the Directors at their registered addresses. Any two other Directors may convene a meeting on three clear days' notice.

65. No Director interested in the United African Company (Limited) shall vote in respect of any business until after the first allotment of shares of the Company. Prior to and including such allotment, two Directors, not interested in the United African Company (Limited), shall form a quorum of the Board, and two disinterested Directors shall at all times, both before and after such allotment, form a quorum of the Board for the transaction of all matters relating to or connected with any purchase from or arrangement with that Company. After such allotment the Board shall from time to time determine the quorum necessary for the transaction of business, and until otherwise determined by the Board, three Directors personally present shall form a quorum; but no Director having any such interest as specified in section (e) of Article 63 shall at any time vote in relation to any matter in which he is so interested.

66. All questions arising at a Board shall be decided by a majority of votes which shall be given personally, unless the Board shall, by Standing Regulations from time to time, permit proxies to be used. But every such proxy shall be in favour of a Director, and shall not be valid for more than one month, and shall be acted on only subject to the Regulations of the Board. In case of equality of votes the Chairman of the meeting shall have a second or casting vote.

67. The Directors shall elect a Chairman and Vice-Chairman (who shall also be Chairman and Vice-Chairman of the Company), and determine the period for which they shall hold office. In their absence the Directors present shall choose a Chairman.

68. The Board may appoint and remove such Committees of one or more of their own number as they may think fit, and delegate to them all or any of the powers of the Board, and may determine and regulate their duties and procedure.

69. Minutes of the proceedings of every meeting of the Board, and of every Committee of the Board, shall be kept, and shall be signed by the Chairman of that or the following meeting.

70. The Directors may act in all things notwithstanding any vacancy in the Board. All acts done by the Directors or by any persons acting as such shall be valid for all purposes, notwithstanding that any invalidity shall be afterwards discovered in their nomination or qualification.

17. Powers of the Board.

71. The Board shall (subject to the control of a general meeting, but not so as to render invalid any act previously done) conduct and manage all the business and affairs of the Company, as defined by the Memorandum of Association and these Articles, and may exercise all the powers and discretions of the Company, which are not by Statute or these Articles required to be exercised by a general meeting, and, without prejudice to the generality of such power, the Board may in particular from time to time, and at any time, do the following things and exercise the following powers on behalf and in the name of the Company, viz. :—

(a.) They may pay all brokerage, and other charges and expenses of and incidental to the establishment and registration of the Company, the purchase and vesting in the Company of the business and undertaking of the United African Company (Limited), and the issue and allotment of shares.

(b.) They may carry on business, and act as traders, merchants, bankers, commission agents, ship-owners, carriers, or in any other similar or analogous capacity in the United Kingdom, Africa, or elsewhere; and import, export, buy, sell, barter, exchange, pledge, makes advances upon, or otherwise deal in, goods, produce, articles, and merchandize, according to the custom of merchants or otherwise.

(c.) They may form or acquire any carry on trading stations, factories, stores, and depôts in Africa or elsewhere, and purchase, take on lease, or otherwise acquire, carry on, develop, and improve any business or any real and personal property in the United Kingdom, Africa, or elsewhere, or any undivided or other interest whatsoever therein respectively.

(d.) They may apply for any Charters, privileges, monopolies, licences, concessions, patents, or other rights or powers from the British Government, or any other Government or State, or any potentate or local or other authority in Africa or elsewhere, which they may deem expedient for the objects and purposes of the Company, and exercise, carry on, and work any powers, rights, and privileges so obtained.

(e.) They may constitute or incorporate the Company as an anonymous or other Society in any foreign country or State.

(f.) They may purchase, build, hire, charter, or otherwise own, hold, use, and dispose of steam and other ships, vessels, boats, and their appurtenances, and construct, or otherwise acquire, docks, slips, or gridirons, canals, railways, tramways, roads, and others ways, and vehicles of all kinds, machinery, plant, and appliances for all and every purpose and use, and work and carry on the same.

(g.) They may purchase, or otherwise acquire, open, and work mines, forests, quarries, fisheries, and manufactories; and stock, cultivate, and improve any of the lands of the Company, erect buildings thereon, and sell the produce thereof.

(h.) They may pay for the acquisition of any business or other property in cash without any further authority of the Company, or with the sanction of the Company in general meeting, wholly or partly in shares, either wholly or partly paid up, or in debentures or other securities of the Company.

(i.) They may, in the ordinary course of business, make, accept, draw, indorse, and negotiate, purchase, lend money upon, or discount, promissory notes, bills of exchange, bankers' drafts, warrants, bills of lading, or other representatives of produce or merchandize, whether foreign or inland, or mortgages, bonds, debentures, shares (except shares of this Company), or other securities.

(j.) They may borrow money on bonds, debentures, bills, or other securities of the Company, secured or not by mortgage, pledge, or otherwise of any property of the Company, and including uncalled-up capital or unpaid calls, in any mode and on any terms and conditions, as to interest, repayment, or otherwise, provided that such borrowing powers shall not be exercised without the previous sanction of the Company in general meeting to an extent exceeding in the aggregate a sum equal to one-half of the paid-up share capital of the Company for the time being, and that no public subscription to any loan, whether within such limit or not, without such sanction, be invited by advertisement, circular, or other similar means.

(k.) They may lease, let out for hire, or make any arrangement for the working or development of, or sell or otherwise dispose of, or deal with any business, lands, ships, property, rights, privileges, or assets of any kind whatsoever of the Company which, in the opinion of the Board, it may be unnecessary or inexpedient to continue to hold or work directly by or on behalf of the Company, or any portion thereof, or any undivided or other share or interest therein respectively, in any mode, and either absolutely or conditionally; and may grant licences or concessions out of, over, or in respect of any such property or rights of the Company; but no general disposition of the whole property and undertaking of the Company shall be made without the sanction of the Company in general meeting.

(l.) They may (subject to the confirmation of the Company in general meeting) make and carry into effect any arrangements for the union of interests, or amalgamation, either in whole or in part, with any Company, Corporation, or person; and on any sale or other disposition or arrangement accept payment, in whole or part, in shares, bonds, debentures, or other securities of any Company, Corporation, or person, and subject or not to any restriction or condition as to transfer or otherwise.

(m.) They may adopt and enter into any contracts, deeds, or instruments for any of the purposes aforesaid, or for completing and carrying the same into effect.

(n.) They may bring, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings and claims by and against the Company, or the Directors and officers of the Company respectively, in relation to the affairs of or affecting the Company.

(o.) They may establish, regulate, or discontinue agencies for the purposes of the Company in the United Kingdom, Africa, or elsewhere.

(p.) They may employ or invest, either temporarily or permanently, any sum in hand, not required for immediate application, in the purchase of any securities (other than shares of the Company) they may think fit, or by way of deposit or loan to any bank or broker or otherwise, without any responsibility whatever as to any such investment or employment.

(q.) They may from time to time appoint and remove the Secretary, and such Managers, agents, clerks, and other officers and servants as may be deemed requisite or desirable for the efficient conduct of the Company's business, and shall determine their powers, duties, and salaries.

(r.) They may from time to time appoint any persons, whether Directors or not, as general agents or representatives of the Company in Africa or elsewhere abroad, for such period, on such terms of remuneration, either by way of fixed salary or participation in profits, or both, subject to such regulations and with such powers as the Board may determine, and may remove such persons at pleasure. They may in like manner, and on like terms and conditions, appoint a Manager or Managers, whether Directors or not, in England or elsewhere.

(s.) They may from time to time delegate to any Manager, agent, or representative such of the powers and discretions of the Board as they may deem requisite or expedient for the efficient conduct of the business or affairs of the Company, and they may grant powers of attorney to any person and for any purpose.

(t.) They may make purchases from, and sales to, and enter into all or any contracts in relation to any of the matters specified in this Article with any member or Director of the Company, or with any Company or partnership in which such member or Director is interested, in every respect as with third parties, and all such transactions shall be valid.

(u.) They may from time to time appoint two or more Directors to be Trustees, for the purpose of holding any of the property of the Company. Such Trustees may be removed at the pleasure of the Board, and shall in all things act and deal with the property under the direction of the Board, and shall be indemnified in respect of all acts done under such direction.

(v.) They may do all other things which they may deem incidental or conducive to the above objects or any of them.

Provided that none of the powers specified in this Article, other than and except only such as are necessary for carrying on the ordinary business of the Company from day to day, shall be at any time exercised, except with the sanction of an absolute majority of the whole of the Directors for the time being of the Company assembled at a special meeting of the Board duly convened for that purpose under Article 64, or unless the Resolutions of a Board purporting to authorize the exercise of such powers shall be subsequently confirmed by a second meeting of the Board, specially convened for that purpose, on at least seven days' notice to every Director, specifying the matters to be submitted for confirma-

tion. The Board may from time to time, by such absolute majority as aforesaid, or by Resolutions confirmed as hereinbefore mentioned, define the matters which shall from time to time be deemed necessary for carrying on the ordinary business of the Company from day to day within the meaning of this Article. But this proviso shall not come into operation until after the first allotment of shares of the Company, and no Director precluded from voting on any matter to which the proviso extends shall at any time be considered or counted as a Director of the Company within the meaning of the proviso.

72. No person, except the Board and persons authorized by them, shall have any authority to make, accept, or indorse any bill or other negotiable instrument, or to enter into any contract on behalf of, or impose any liability on, or otherwise pledge the credit of the Company. All bills and negotiable instruments, contracts, and other documents requiring to be signed on behalf of the Company, but not requiring to be sealed, shall be signed in such manner as may be authorized by the Board. No instrument signed in any other mode shall be binding on the Company unless subsequently adopted or ratified by the Board.

73. The common seal of the Company shall in each case be affixed only with the authority of the Board, and shall be attested by two Directors.

74. The Company shall have and may exercise the powers of "The Companies Seals Act, 1864." The foreign seal (if any) shall be affixed by the authority, and in the presence of, and attested by, such person or persons as the Board shall from time to time direct.

18. *Accounts and Audit.*

75. The Board shall cause accounts to be kept of all matters relating to, or connected with, the transactions and business of the Company.

76. The books of account shall be kept at the office, and may, with the previous sanction of the Board, be inspected by members during the usual hours of business.

77. The accounts of the Company shall be audited at least once in each year by one or more Auditors. No Auditor shall hold any other office under the Company.

78. The first Auditors shall be appointed by the Board. Subsequent Auditors shall be appointed by the ordinary general meeting in each year. In default of such Auditors, the Board shall appoint an Auditor or Auditors. Occasional vacancies shall be filled by the Board. Any one of a firm appointed Auditors may execute the office. The remuneration of the Auditors shall, subject to revision by a general meeting, be fixed by the Board. Auditors shall retire annually, but may be re-elected.

79. Every Auditor shall, at all reasonable times, have access to the books and accounts of the Company, and to all documents in any manner relating to or having any bearing on such accounts, and shall have the right to all such information from Directors and other officers of the Company as he may reasonably require.

80. At least once in each year a balance-sheet of the Company shall be made out, down to a date not more than six months prior to the date of the ordinary meeting. Every account shall contain such particulars, and be in such form as clearly to exhibit a true and correct statement of the Company's affairs down to the said date, and copies thereof shall be delivered to each Auditor at least twenty-one days before the meeting. The Auditors shall examine the same and report thereon to the Board. A copy of each account and of the Auditors' Report thereon, and of the Directors' Report, shall be sent to each shareholder at least seven days before the meeting. A special balance-sheet shall, if necessary to carry the provisions of Article 82 into effect, be made out and audited down to the 30th June, 1885.

19. *Application of Profits, Dividends, and Reserve Fund.*

81. The Board may, out of the profits of the Company, set apart any sum for the purpose of forming a reserve or depreciation fund, or as a provision against contingent claims or liabilities, or to replace or repair any of the property of the Company, or for equalizing dividends, or for any other purposes of the Company, to be applied in the discretion of the Board. Subject thereto, the Board may with the sanction of the Company from time to time declare and pay dividends out of the profits of the Company, but may declare and pay interim dividends without such sanction.

82. All net profits accruing up to the 30th June, 1885, inclusive, which shall be available for dividend shall be applied in the manner provided by Article 84, as follows:—

(1.) In payment of a preferential dividend, at the rate of 10 per cent. per annum, on the ordinary shares.

(2.) In payment of a dividend at the like rate on the deferred shares.

(3.) Any surplus rateably on both classes of shares without distinction.

All net profits available for dividend which shall accrue from and after the 30th June, 1885, shall, subject to any preference or priority which may hereafter be attached to any particular shares, be distributed rateably on all the ordinary share capital without distinction.

83. No dividend shall be declared except out of the net profits or the reserve fund, or (except interim dividends) without the sanction of a general meeting. A general meeting may decrease but not increase the rate of any dividend recommended by the Board.

84. All dividends shall be calculated and paid on the amount paid up on each share, exclusive of payments made in advance of calls under Article 18.

85. The Board may deduct from any dividend payable to any member all moneys due from him to the Company on account of calls or otherwise.

86. Each dividend shall belong to the members on the register on the day when the same is declared, whether or not on the register at the time of payment.

87. All dividends may be paid by crossed cheques, sent at the member's risk by post to his registered address, or in any other manner the Board may adopt.

88. No dividend shall bear interest against the Company.

20. *Notices.*

89. All notices to members, or others claiming in their right, to whom notice may require to be given, shall bear, in writing or in print, the signature of the Secretary, or other person authorized by the Board. Every such notice shall be deemed duly given if served personally or sent by post to the member at his registered address. Notice so given to the first named of several joint holders shall be sufficient notice to all.

90. Every notice by the Company sent by post, whether to an address in England or abroad, shall be deemed to have been served on the day following that on which it is posted. In proving such service, it shall be sufficient to prove the posting of the notice properly addressed.

91. Notice to the Company shall be sufficient if left at the registered office of the Company.

21. *Dissolution.*

92. The Company may be wound-up for any purpose, whether the object be the absolute dissolution or the reconstruction or modification of the Company, or the amalgamation with any other Company, or otherwise.

93. On any winding-up the liquidators may, if authorized by a general meeting, accept shares or other securities or debentures of any other Company, either then existing or to be formed, in purchase in whole or part of the property of the Company, and distribute such shares or debentures amongst the members, who shall be bound to accept the same, and shall not be entitled to be paid in cash.

94. On any winding-up of the Company during the continuance of the preference given by Articles 7 and 82 to the ordinary shares, the assets of the Company, after discharge of liabilities, shall be applied first in repayment to the ordinary shareholders of such a sum as, with the sum paid thereon in dividends, will equal the capital paid up on such shares with interest at 5 per cent. per annum, any surplus being applied in a like payment to the deferred shareholders, and the balance (if any) rateably amongst the holders of both classes of shares.

22. *General Provisions.*

95. No Director or officer of the Company shall be liable for any loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happens through his own wilful neglect or default, notwithstanding that he may for the sake of conformity or otherwise join or concur in any act from or by reason of which such loss may result.

96. Every difference which may arise between any members, or between the Company and any members, as to the Articles or any matter or thing in any way connected with the Company, or the conduct, affairs, or business thereof, or any act or default of any Directors, shall be referred to two Arbitrators or their Umpire, pursuant to "The Common Law Procedure Act, 1854," or any then subsisting statutory modification thereof, and these presents may be made a rule of the High Court of Justice.

Names.	Addresses.	Descriptions of Subscribers.
John Senhouse Goldie-Taubman.	The Nunnery, Isle of Man ..	Justice of the Peace.
John Main Adam ..	47, Queen's Road, Brownswood Park ..	Banker.
Thomas John Wesley Buckley ..	Elmside, Teddington, Middlesex ..	Manager of Insurance Company.
Clifford Blackburn Edgar ..	Terrace Lodge, Richmond, Surrey ..	Director of a Public Company.
James Alexander Croft ..	Ashley, Putney, Surrey ..	Ditto.
George Miller ..	55, Waterloo Street, Glasgow ..	African merchant.
James Albert Tassell ..	9, Vernon Terrace, East Finchley, Middlesex ..	Cashier to a Public Company.
Charles Bannatyne ..	8, Arundel Square, Barnsbury, London ..	Mercantile clerk.

Dated the 8th day of July, 1882.

Witness to the signatures of the said John Senhouse Goldie-Taubman, John Main Adam, Thomas John Wesley Buckley, Clifford Blackburn Edgar, James Alexander Croft, George Miller, James Edward Tassell, and Charles Bannatyne—

(Signed) HENRY MORLEY, 364, Cold Harbour Lane,
Brixton, Surrey, Gentleman.

THE COMPANIES' ACTS, 1862 AND 1867.

(25 & 26 Vict., cap. 89; 30 & 31 Vict., cap. 131.)

Company Limited by Shares.

[Copy.]

Special Resolutions (pursuant to "The Companies Act, 1862," secs. 50 and 51) of the National African Company (Limited), passed July 18, 1883, confirmed August 9, 1883.

At an extraordinary general meeting of the members of the said Company, duly convened and held at the Company's offices, 30 to 40, Ludgate Hill, in the City of London, on the 18th day of July, 1883, the following Special Resolutions were duly passed; and at a subsequent Extraordinary General Meeting of the members of the said Company, also duly convened and held at the same place, on the 9th day of August, 1883, the following Special Resolutions were duly confirmed:—

"1. That the last six words, viz., 'and whether actually payable or not,' of Article 12 of the Articles of Association of the Company be expunged, and that the following words be inserted in their place: 'in respect of unpaid capital actually called up.'

"2. That the first sentence of Article 20 of the said Articles of Association, viz., 'Shares not fully paid up shall be transferred to such persons only as the Board shall approve,' be expunged.

"3. That the concluding words, 'calls or otherwise, and whether the debt be actually payable or not,' in Article 21 of the said Articles of Association be expunged, and that the words, 'unpaid capital actually called up,' be inserted in their place.

"4. That the words, 'in any of the following events,' in Article 27 of the said Articles of Association, and the whole of sub-section (b) of that Article be expunged, and that the letter (a), which indicates the first sub-section of that Article (which will then be the only sub-section remaining in that Article), be omitted."

No. 17,049 C.—N.L. 16,492.

Certificate of Incorporation of the National African Company (Limited).

I hereby certify that the National African Company (Limited) is this day incorporated under the Companies Acts, 1862 to 1880, and that this Company is Limited.

Given under my hand, at London, this 8th day of July, 1882.

(Signed) W. H. COUSINS,
Registrar of Joint Stock Companies.

Fee, £50.

Inclosure 3 in No. 5.

(C.)

The National African Company (Limited) to the Earl of Rosebery, July 13, 1886.

[See No. 4.]

Inclosure 4 in No. 5.

(D.)

THE NATIONAL AFRICAN COMPANY (LIMITED).

(Société Française de l'Afrique Équatoriale Fusionnée.)

Special Report of the Directors to the Shareholders on Matters relating to the Charter.

THE Directors have the great pleasure of announcing to the shareholders that the last formalities connected with the Royal Charter have been completed, and that this important document has been received by the Board duly sealed under the Great Seal.

The Memorandum and Articles of Association adopted at the time of the formation of the Company in July 1882 were drawn in view of the issue of such a Charter, and they accordingly give full legal authority to the Directors to "exercise, carry on, and work any powers, rights, and privileges so obtained."

For obvious reasons, however, in the prospectus then issued, no reference was made to the intention of acquiring such rights, if practicable; nor were the Directors in a position, even at the time of the issue of the last Report, to do more than refer indirectly to the matter. They therefore feel it desirable to submit the question formally for the approval of the shareholders, as will be seen in the notice of meeting annexed hereto.

The Directors are further of opinion that weighty reasons exist for a change in the name of the Company to one more clearly marking, on the one hand, the part of Africa falling under the jurisdiction of the Company, and, on the other hand, the new and important powers acquired by the Company.

The name, which after much consideration they have unanimously selected for submission to the approval to the shareholders, is "The Royal Niger Company (Chartered and Limited)."

The new position of the Company makes it far from improbable that at some future date subsidiary Companies may be formed for the purpose of working Concessions of different kinds. With a view of preventing a confusion of names in such an event, the Directors recommend that the Board of the Company be styled the Council, that the Directors be termed members of the Council, and that the Chairman and Vice-Chairman be styled respectively Governor and Deputy Governor.

The Directors have further decided to recommend the reduction of their number to seven, and as a first step to this end they suggested a change in the Articles of Association which would enable the shareholders by an Extraordinary Resolution—that is, by a three-fourths majority of those present either personally or by proxy—to remove the whole Board or Council, and by an Ordinary Resolution—that is, by a bare majority of those present either personally or by proxy—to elect a new Board or Council.

It is indisputably proper and desirable on general grounds that the shareholders should possess the power, to be conferred by the proposed amendment of the Articles, to remove at any time by a three-fourths vote any or all of the Directors or members of the Council; while on the present occasion the special advantage is attained of placing all the Directors on the same footing.

If the general Resolution in question should be carried at the meeting of the instant, and be subsequently confirmed, a meeting will be called to exercise this new power by removing the entire Board or Council by an Extraordinary Resolution, and by electing a new Board or Council of seven members, by an Ordinary Resolution.

The Directors further recommend that advantage be taken of the special meetings about to be held, to make an alteration in the limits of time allowed for the presentation of the balance-sheets. This suggestion does not arise from any desire on the part of the Board to lose a single day unnecessarily in the preparation and audit of these accounts,

nor from any belief that in the ordinary course of events the annual meeting may not usually be held within six months of the average date of the previous stock-taking, but it is desirable to amend the Articles, so that under no circumstances should they be infringed.

Shareholders will understand that each extension of the operations of the Company into the heart of Central Africa tends to delay the receipt of the stock sheets, while the large increase in the amount of these stocks has necessarily increased the labour of the audit. Every item of these immense stocks (scattered over the numerous factories of the Company) has, very properly, to be traced to its original invoice in order to satisfy the searching investigation of Messrs. Turquand, Youngs, and Co., and this important work can only be prepared by the ordinary invoicing staff of the Company, as the assistance of the extra but inexperienced staff specially engaged during the audit for the routine work of calculation and copying would tend rather to delay than to expedite matters.

As the proceedings at the general meeting on the instant will be mainly of a legal or formal character, and as it may be inconvenient for many of the shareholders to again attend so soon after the annual meeting, the Directors inclose proxies, which to be available should be signed and returned immediately.

By order of the Board,
(Signed) HENRY MORLEY, *Secretary*.

THE NATIONAL AFRICAN COMPANY (LIMITED).

Notice is hereby given, that an extraordinary general meeting of this Company will be held at Nos. 34 to 40, Ludgate Hill, in the City of London, on the day of July, 1886, at 12 o'clock noon, for the purpose of considering, and if approved of passing, with or without any modification which the meeting may adopt, Resolutions to the following effect:—

"1. That the Charter, dated the 10th day of July, 1886, granted by Her Majesty the Queen in favour of the Company, be accepted and carried into effect, and that the steps taken by the Board for obtaining such Charter, and in relation to and under it, be and are hereby ratified and confirmed.

"2. That the name of the Company be changed from 'The National African Company (Limited)' to 'The Royal Niger Company (Chartered and Limited).'

"3. That the Articles of Association of the Company be altered and amended as follows:—

"(1.) That the following words, wherever they respectively occur throughout the Articles, be expunged, and the undermentioned words substituted therefor respectively, that is to say—

"The word 'Board' expunged, and the word 'Council' substituted therefor.

"The words 'Director' and 'Directors' expunged, and the words 'member of the Council' and 'members of the Council' substituted therefor respectively.

"The words 'member' and 'members' expunged, and the words 'shareholder' and 'shareholders' substituted therefor respectively.

"(2.) That the following additional Article be inserted:—

"62A. The Company may, in general meeting, by an Extraordinary Resolution, remove all or any of the members of the Council from office, and at the same or any subsequent meeting, by Ordinary Resolution, appoint any qualified shareholders (including any or all the members so removed) as members of the Council in the place of those removed, or of some of them. The persons so appointed shall hold office during such time only as the members in whose place they are appointed would have held office if not removed, except in the case of the removal of the whole of the members of the Council at one time, in which case the rotation of retirement of the members of the new Council shall, in default of agreement amongst themselves, be determined by ballot."

"(3.) That the following words be added at the end of Article 67:—

"The Chairman and Vice-Chairman for the time being shall be respectively designated the Governor and Deputy Governor of the Company."

"(4.) That the following clause be inserted after paragraph (u) of Article 71:—

"(u) *bis*. They may do all acts and things authorized or required to be done by the Company by or under the Charter, dated the 10th day of July, 1886, granted by Her Majesty the Queen in favour of the Company, and shall observe and carry into effect all the provisions and stipulations of such Charter which may or ought to be performed and observed by the Company, and may make such outlays and expenditure as they shall deem

necessary or expedient for such purposes. They may also assent to any variation in such Charter, accept supplemental or new or additional Charters, or surrender or assent to any variation in any Charter held for the time being, as they may from time to time deem expedient."

"(5.) That the words 'eight months' be substituted for the words 'six months' in Article 80."

Such Resolutions as shall be duly passed by the requisite majority will be submitted to a subsequent extraordinary general meeting for confirmation as Special Resolutions.

The Charter may be inspected by shareholders at the office of the Company between the hours of 11 and 1 on any day before the meeting.

By order of the Board,

(Signed) HENRY MORLEY, *Secretary*.

34 to 40, Ludgate Hill, London,
July 1886.

No. 5 A.

The Law Officers of the Crown and Sir J. Deane to the Earl of Rosebery.—(Received July 19.)

My Lord,

Royal Courts of Justice, July 19, 1886.

WE are honoured with Sir J. Pauncefote's letter of the 14th instant, stating that he was to transmit to us the papers relating to the Charter which has been issued to the National African Company, conferring powers on them in the Niger district.

That the Directors now proposed to change the name of the Company to that of "The Royal Niger Company (Chartered and Limited)."

That they proposed also to make certain alterations in the Articles of Association, which were specified in the paper marked (D), being a notice to the shareholders of the intended changes.

That they had requested the sanction of the Secretary of State, which was required by the penultimate paragraph of the last clause of the Charter entitled, "General Provisions" (A).

That Sir J. Pauncefote was to observe, with reference to the new title which the Company desired to assume, namely, "The Royal Niger Company (Chartered and Limited)," that the Charter granted to the Company was not a Charter of Incorporation.

That the Company retained its original status under the Companies Acts, and that the Charter merely conferred on it authority to accept the benefit of the cessions from the native Kings, Chiefs, and peoples therein referred to, subject to certain conditions and restrictions.

That the proposed new title seemed to imply that the Company was a Chartered Company, in the sense of a Company incorporated by Royal Charter.

That if we should think that there was any weight in that objection, your Lordship would suggest to the Company that the words "Chartered and" be omitted from the new title.

That before sanctioning the other change proposed in the Articles of Association your Lordship would be glad to be favoured with our opinion as to whether they might properly be approved by the Secretary of State.

That Sir J. Pauncefote was to add that the matter presses, and that it was important that an answer should be returned to the Company with the least possible delay.

In obedience to your Lordship's commands we have the honour to report that—

1. We do not think that the proposed new name of the Company (although not very happily chosen) is so likely to mislead as to induce us to advise your Lordship not to approve of it.

2. We are of opinion that the proposed changes in the Articles may be properly approved by your Lordship.

We have, &c.

(Signed)

C. RUSSELL.
HORACE DAVEY.
J. PARKER DEANE.

No. 5 B.

Sir J. Pauncefote to the National African Company.

Sir,

Foreign Office, July 22, 1886.

I AM directed by the Earl of Rosebery to inform you that his Lordship sanctions the change in the name of the Company, and the change in the Articles of Association specified in your letter of the 13th instant.

I am, &c.

(Signed)

JULIAN PAUNCEFOTE.

No. 6.

The National African Company (Limited) to the Earl of Iddesleigh.—(Received August 14.)

My Lord,

34 to 40, Ludgate Hill, London, August 13, 1886.

I AM requested by the Directors to submit, for your Lordship's consideration, the flag which the Directors would wish to adopt under clause 11 of the Royal Charter, granted to the Company on the 10th ultimo.

As the assent of the Lords Commissioners of the Admiralty appears to be necessary, as well as that of your Lordship, the Directors would respectfully ask that your Lordship may direct the necessary communication on this subject to be made to the Admiralty, or else to intimate to the Directors that they should make an independent application to the Lords Commissioners.

I have the honour to send herewith a small-sized specimen of the flag, and an explanation of its application to the Company's territories.

The Directors venture to hope that a favourable reply may be given to their suggestion at the earliest convenient date.

I have, &c.

(Signed)

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Inclosure in No. 6.

THE NATIONAL AFRICAN COMPANY (LIMITED).

The Flag.

BY clause 11 of the Charter this flag must be of a distinctly British character. This means that it must be (like the North Borneo flag) the British Ensign, with some special device on it to distinguish it from the British flag, and to mark it as the flag of the Niger States.

A device is appended which (in its form, in its motto, and in its colouring) has both an objective and a subjective meaning, appealing to the actual and to the ideal aspects of the Company's position.

I will take these in turn.

The Form.

Objective Aspect.—The three arms (literally the "arms" of the Company) represent fairly accurately the three great waterways on which the Company is established—the Quorra, coming from the northward of west; the Benué, from the northward of east; and the union of these going southward from Lokoja to the sea.

Subjective Aspect.—The import of the triple form—the trefoil, triangle, &c.—is too well known to need remark; but in this divergent shape it has a further meaning of "stability"—"Quocunque jeceris, stabit." Moreover, in this particular form "ARS" and "JUS" are finger-posts which, supported by "PAX," are leading Europeans into the heart of Africa.

The Motto ("Unity, Equity, Ingenuity").

PAX.

Objective Aspect.—The peace and order which the Company has evolved, and is evolving, out of the pre-existing anarchy and barbarism of the Niger Territories, a work unexampled in history for its rapidity and thoroughness under abnormal difficulties.

Subjective Aspect.—The peace (and coalition) between the numerous British and French trading interests in the Niger, which unity of action was an absolutely necessary antecedent to successful trade, to British predominance, and to an efficient administration of those regions, and without which equity and ingenuity would have failed.

ARS.

Objective Aspect.—Skill in trade and the liberal arts, which practical benefit European civilization is bringing to the millions of Central Africa.

Subjective Aspect.—Ingenuity, commercial and political, without which unity and equity would have failed.

JUS.

Objective Aspect.—The actual law and legal right, established by public authority (the Royal Charter), without which peace would be unstable, and the progress of commerce and the arts hopeless.

Subjective Aspect.—Just conduct and equity, by which the confidence of the native races has been gained, and without which unity and ingenuity would have failed.

The Colours.

Those proposed, viz., a white (silver) ground, black (Niger) device, and yellow (gold) letters, require no explanation.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*



The National African Company (Limited) to the Earl of Iddesleigh.—(Received August 18.)

My Lord,

34 to 40, *Ludgate Hill, London, August 18, 1886.*

I HAVE the honour, on behalf of the Council of the Company, to draw your Lordship's attention to the following facts:—

When Her Majesty's Government some months ago decided on the principle of granting a Royal Charter to the National African Company (Limited), a draft of such a Charter was confidentially submitted for the consideration of the Council of the Company.

This draft was substantially identical with that submitted to Her Majesty's Government on the 12th February, 1885, together with the humble Petition of that date. The list of Treaties authorized by the Charter was thus identical with the list contained in the Petition of the 12th February, 1885, thirty-seven in number.

In remarking on the draft Charter, I had the honour to state: "The list of Treaties is now greatly enlarged, viz., from 37 to 195, and now covers the whole accessible country, so as to preclude foreign interference. A complete list (in chronological order) is attached for substitution for the Charter list," and I further remarked that over 200 Treaties had really been made, but that the originals had not then been received.

I now have the honour to inclose your Lordship a complete list of the Treaties made up to date (exclusive of the thirty-seven).

It should be remarked that these additional Treaties have not been made with the view of extending the Company's territories, but rather with the view of filling up the numerous gaps lying between and around the thirty-seven territories referred to in the Petition. Unless these gaps are filled up no satisfactory fiscal system can be established, nor sufficient precaution taken for the maintenance of order, owing to want of continuity of territory. It would seem, moreover, very desirable to bring these extra territories within the scope of the Charter, so that, under clause 14, freedom of trade might be established throughout them.

As matters at present stand, the Company has exclusive Treaties with these territories, just as it had with the thirty-seven referred to in the Petition and included in the Charter.

In two only of these Treaties, viz., those with Sokoto and Gandu, is there any extension of territory in distance, but even these two are essential also for the purpose of filling up gaps and making the territory continuous.

This formal application to your Lordship would not indeed be necessary if the wording of the Borneo Charter had been strictly followed, as was the case in the draft submitted to Her Majesty's Government. A short time, however, before the granting of the Charter to the Company, the words "subject to the approval of our Secretary of State" were inserted in clause 12, which renders it necessary for the Company to trouble your Lordship with this matter.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Inclosure in No. 7.

List of Treaties chronologically arranged.

1884—			1885—		
April	9	.. Epedeh	Feb.	4	.. Adanapa
"	15	.. O'doni.	"	18	.. Bakundi.
"	16	.. Agberi.	"	18	.. Beaufort.
"	23	.. Emblama	"	24	.. Abutshi.
"	23	.. Kyama.	"	24	.. Isara.
"	24	.. Ayebobiri.	"	25	.. Effeku.
"	24	.. Ofinama.	"	27	.. N'subi.
"	24	.. Opokuma.	"	27	.. Orea.
Oct.	17	.. Ibi.	"	27	.. Umari.
Nov.	13	.. Egorie.	"	28	.. Illushi.
"	20	.. Akassa.	Mar.	3	.. Abinsi.
Dec.	18	.. Kolama.	"	3	.. Igbokayen.
"	20	.. Allah	"	6	.. Egbador.
"	22	.. Eboo.	"	7	.. Adagua.
"	23	.. Ode.	"	7	.. Adjarro.
"	24	.. Anamobe.	"	7	.. Agegba.
"	27	.. Ugi.	"	7	.. Channa and Arrago.

1885—

Mar.	7	..	Obeallah.
"	10	..	Akuroe.
"	11	..	Abojaga.
"	12	..	Ayanneh.
"	12	..	Todama.
"	13	..	Ottah.
"	16	..	Akpa.
"	16	..	Amowa.
"	16	..	Opakarrie.
"	17	..	Ayelli (Bassa).
"	17	..	Egweh.
"	18	..	Akpama and Omoluku.
"	18	..	Ojogo.
"	19	..	Zuwo.
"	23	..	Oguta.
"	26	..	Efeta.
"	26	..	Ejoda.
"	27	..	Onougu.
"	28	..	Imputu.
"	29	..	Opai Obeze.
"	31	..	Abragada.
April	9	..	Ayinsli (Jiku).
"	9	..	Mitshi "B".
"	10	..	Ashiku (Jiku).
"	10	..	Bazeni.
"	10	..	Kanzu (Jiku).
"	11	..	Igi (Jiku).
"	11	..	Jamido (Igberi and Jiku).
"	11	..	Mitshi (Chagaba).
"	11	..	Nukar (Jiku).
"	12	..	Gloria Ibo.
"	13	..	Upper Ojogo (Igbara).
"	14	..	Anyappa.
"	14	..	Mamando.
"	15	..	Ajineco.
"	15	..	Quanati.
"	16	..	Bowt.
"	16	..	Yanapura, or Inishi.
"	17	..	Adasha, or Naga.
"	17	..	Agesa.
"	17	..	Baguma.
"	18	..	Byongo.
"	18	..	Illah (Igbara).
"	18	..	Mavee.
"	18	..	Neawé.
"	20	..	Gashaka.
"	25	..	Mitshi "A".
"	27	..	Addaw.
"	27	..	Agita.
"	27	..	Chosah.
"	27	..	Condra.
"	27	..	Jamigbira.
"	27	..	Mamimquassa.
"	27	..	Pampam.
"	27	..	Qué.
"	28	..	N. Yamchadda.
"	29	..	Nufali.
"	29	..	Osépi.
"	30	..	Akpoko.
May	5	..	Amara.
"	5	..	Bawuru.
"	7	..	Onimasha.
"	7	..	Mozun and Ogba (Igbara).
"	13	..	Ojo and Kateshi.
"	16	..	Adigbo.
"	21	..	Bassa (south of Ribohu).
"	22	..	Doma.
"	23	..	Ntege.
"	25	..	Illushi.
"	26	..	Ataya and Utukupari.

1885—

May	27	..	Bassa (north of Ayelli).
"	30	..	Batsurror.
June	4	..	Gandy.
"	4	..	Umogi.
"	6	..	Mpoh.
"	6	..	Tigga.
"	8	..	Kabena Alla.
"	9	..	Permobri.
"	10	..	Akaw.
"	10	..	Angiama.
"	10	..	Ikambri.
"	10	..	Oporomo.
"	10	..	Oyomor.
"	11	..	Awakoroga.
"	11	..	Ayama.
"	11	..	Bakepiko.
"	11	..	Ekebri.
"	11	..	Ikolo.
"	11	..	Okortundor.
"	12	..	Agodamah.
"	12	..	Akabri.
"	12	..	Babulabri.
"	12	..	Batoro.
"	12	..	Bomodigi.
"	12	..	Tombiah.
"	12	..	Ikurawa.
"	12	..	Sausagi.
"	13	..	Bajembor.
"	13	..	Sokoto.
"	13	..	Gandu.
"	14	..	Buruku.
"	14	..	Ishara.
"	14	..	Mangornor.
"	15	..	Bapaasa.
"	15	..	Jimetchu.
"	15	..	Imgboro.
"	15	..	Mungova.
"	15	..	Palavar.
July	18	..	Chomul.
"	19	..	Numan.
"	19	..	Jangan.
"	29	..	Otagba.
Aug.	12	..	Jacken.
"	14	..	Opal.
"	16	..	Achiagi.
"	16	..	Ibatsha.
"	16	..	Oburoto.
"	20	..	Inyehreh.
Sept.	8	..	Osire Buba, or Jidda.
"	9	..	Omourum.
"	26	..	Okijah Itshicke.
"	27	..	Okijah Umudara.
Oct.	16	..	Berivoosoo.
"	26	..	Agbeni.
"	26	..	Agoubiri.
"	26	..	Amassama.
"	26	..	Egbeddi.
"	27	..	Agouroo.
"	27	..	Akoumbri.
"	27	..	Aroua.
"	27	..	Kabiama.
"	27	..	Matulu.
"	28	..	Timboh.
Nov.	16	..	Schapia.
Dec.	4	..	Abhara.
"	16	..	Laffia.
"	22	..	Odeleque.
"	25	..	Ahwey.
1886—			
Apr.	28	..	Dgu Anotsha.

No. 8.

Mr. Cheetham to Foreign Office.—(Received September 28.)

Sir,

17, Gracechurch Street, London, September 27, 1886.

IT is possible you may remember the name of my firm of Messrs. Cheetham and Clarke, in connection with Benin River, West Coast of Africa (through Messrs. Samuel Dobree and Sons, who last year purchased some presents intended for the King of Benin, on account of Her Majesty's Government, and at the request of Mr. Consul Hewett).

We have always supposed Benin to be under the jurisdiction of Mr. Consul Hewett, but since the death of Mr. Blair, Vice-Consul, we have had no Imperial communication of any kind; and my reason for now writing is that, hearing from various sources of the Lagos Government officials claiming territory and jurisdiction, as including the north bank of Benin River, I wish to point out to you that this would place us in the anomalous position of having half our factories under the Lagos Government and half under Mr. Consul Hewett. Nanna, the Governor, who was appointed by Mr. Consul Hewett, resides on the north bank, but further includes in his Government the whole south bank, up to a district actually beyond Wauu.

I am not aware that any official intimation has ever been made to the Court of Equity, or to any of the English houses engaged in the Benin trade, that any change was contemplated beyond the Consulship hitherto existing, and as such change would seriously affect the interests of all in the river, I venture to ask you in explanation of the matters I have stated above.

I should be glad to see you on this matter, as also on that of the presents now lying in our factory, at any time you may appoint, should you desire a meeting with me upon these subjects.

I am, &c.
(Signed) J

CHEETHAM.

No. 9.

Foreign Office to Colonial Office.

Sir,

Foreign Office, October 1, 1886.

I AM directed by the Earl of Iddesleigh to transmit to you herewith copy of a letter which has been received from Mr. Cheetham,* of the firm of Messrs. Cheetham and Clarke, trading to the Benin River, on the West Coast of Africa, relating to alleged claims to jurisdiction over the north bank of the above-mentioned river, which, it is said, have been put forward by the Lagos Government officials; and, in laying this communication before the Secretary of State for the Colonies, I am to request that you will move him to cause Lord Iddesleigh to be furnished with any observations which he may have to offer thereupon.

I am, &c.
(Signed) T. V. LISTER.

No. 9*.

Colonial Office to Foreign Office.—(Received October 11.)

Sir,

Downing Street, October 9, 1886.

I AM directed by Mr. Secretary Stanhope to acknowledge the receipt of your letter of the 1st instant, inclosing one from Mr. J. Cheetham, and asking for observations as to the alleged claims to jurisdiction over the north bank of the Benin River which, it is said, have been put forward by the Lagos Government officials.

Mr. Stanhope desires me, in reply, to point out, for the information of the Earl of Iddesleigh, that the extension of the Lagos Protectorate up to the Benin River has been carried out under the instructions of Her Majesty's Government, and the Secretary of State for Foreign Affairs has been duly consulted and informed as to each successive step in the arrangements.

The fact of the addition of the coast-line between Odi and the Benin River to the Protectorate of Lagos was notified by Proclamation issued by the Governor on the 5th February last, in pursuance of the instructions conveyed to him in Lord Stanley's despatch of the 7th January, a copy of which was inclosed in the letter from this

* No. 8.

Department of the same date, to which and to the previous correspondence I am directed to refer you.

Mr. Stanhope presumes that the arrangement which had been decided upon by Her Majesty's Government was communicated to Consul Hewett.

The answer to Mr. Cheetham's inquiry would seem to be that Her Majesty's Government had come to the conclusion that the Benin River would form the most suitable and convenient boundary between the Lagos and Niger Protectorates, and that they had accordingly instructed the Governor to proclaim the annexation to Lagos of the coast-line between Odi and the Benin.

I am, &c.
(Signed) R. H. MEADE.

Inclosure in No. 9*.

Proclamation.

By his Excellency William Brandford Griffith, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-chief of the Gold Coast Colony, &c., &c., &c.

(L.S.) W. BRANDFORD GRIFFITH, *Governor.*

WHEREAS, by a Treaty made the 16th day of July, 1884, and ratified by Her Majesty's Government, Her Majesty extended to the Chiefs of Jakri and the territory under their authority and jurisdiction her gracious favour and protection;

And whereas, by a Treaty made the 24th day of December, 1884, and ratified by Her Majesty's Government, Her Majesty extended to the Chiefs of Ogbo and the territory under their authority her gracious favour and protection;

And whereas, by a Treaty made the 24th day of October, 1885, the King of Mahin ceded unto Her Majesty all that part of the Mahin country which is known as the Mahin Beach:

Now, therefore, I, William Brandford Griffith, Companion of the Most Distinguished Order of St. Michael and St. George, Governor of the Gold Coast Colony, do hereby proclaim as follows:—

1. That the whole of the coast-line between Odi and the Benin River, including the above-named territories and the Mahin Beach, is now under the sovereignty and protection of Her Majesty.

2. That the above-mentioned coast-line has been attached to and forms part of the Protectorate of Lagos, and that the Customs Laws of Lagos will, from the date of this Proclamation, be in force therein.

Given under my hand and the public seal of the Gold Coast Colony, at Government House, Christiansborg, in the said Colony, this 5th day of February, in the year of our Lord 1886, and of Her Majesty's reign the forty-ninth.

By his Excellency's command,
(Signed) KNAPP BARROW,
Colonial Secretary.

God save the Queen.

No. 10.

The Royal Niger Company to the Earl of Iddesleigh.—(Received October 28.)

My Lord, 34 to 40, Ludgate Hill, London, October 28, 1886.

BY the desire of the Council of the Company, I have the honour to inclose to your Lordship:—

1. A printed copy of the Customs Regulation and Tariff for the Niger territories; and

2. A printed copy of the Regulation dealing with the licence charges established in those territories.

In settling this Tariff and these customs duties and charges, the Council have borne carefully in mind the conditions of clause 14 of the Company's Charter from the Crown, and they are confident that the annual amount raised thereby will for the

present be somewhat less than the annual expenses of Government, as defined in clause 14.

No provision has been made for any repayment of expenses already incurred, as this is a matter which must in the first place receive your Lordship's assent, as laid down in the same clause.

The Council have bestowed great pains on the Regulations in question, and believe them to be not only specially adapted to the abnormal conditions of a Central African State, but also to be in complete harmony with the principles of freedom of transit laid down by the General Act of Berlin of the 26th day of February, 1884, with the engagement between Her Majesty's Government and Germany contained in the correspondence of the 16th May, and the 2nd, 10th, and 16th June, 1885, and with the conditions of the Royal Charter of the 10th July, 1886.

The Council would venture therefore to hope that the Regulations now submitted to your Lordship will not in any respect meet with disapproval.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Deputy Governor.*

Inclosure 1 in No. 10.

THE NATIONAL AFRICAN COMPANY (LIMITED).

THIS is to certify that the following Regulation marked "July '86. 8," providing for the levying and collection of customs duties in the Niger Territories, and for all matters connected therewith, has been duly made this 30th day of July, 1886:—

Import Customs Duties.

(A.)—No vessel, boat, canoe, or other craft entering the waters of the Niger Territories from without may touch, load, or discharge at, from, or into any part of these Territories without having first entered and cleared at Akassa, at the mouth of the River Niger, and without having obtained a certificate to that effect from the Custom-house authorities at that place.

(B.)—No vessel, boat, canoe, or other craft shall touch, load, or discharge at, from, or into any part of the Niger Territories, except the established ports of entry and export, whereof the provisional list is given in the Schedule (A) hereto, and whereof an amended list may be from time to time made and publicly notified by the Agent-General or an acting Senior Executive Officer; and on such public notification such amended list shall take the place of Schedule (A) without otherwise affecting the validity of this Regulation.

(C.)—There shall be levied at Akassa on all merchandize (except coals) for import into the Niger Territories the duties set forth in Schedule (B) hereto.

(D.)—No vessel, boat, canoe, or other craft coming from below Lokoja at the confluence of the Rivers Niger and Benué shall touch, load, or discharge at, from, or into the port of Lokoja, or any port of entry or export in the Niger Territories above Lokoja, without again entering and clearing at the said port of Lokoja, where shall be levied on all goods (except coals) for import into ports above Lokoja, the further duties set forth in Schedule (C) hereto.

(E.)—Any vessel entering at Akassa may, by payment there of the duties set forth in Schedule (C) in addition to those set forth in Schedule (B), obtain at Akassa a through permit, which shall dispense with the further examination of the cargo at Lokoja; but every vessel with such through permit shall be prohibited from taking in merchandize at any place between Akassa and Lokoja, and shall be obliged to exhibit the said permit to the Custom-house authorities at Lokoja, and to obtain their indorsement to the same before proceeding further up river.

(F.)—The *ad valorem* values of merchandize, both at Akassa and at Lokoja, shall be taken to be those entered on the declaration of the importer, which shall not be less than the invoice prices entered on his invoices, of which he shall furnish three sets of copies in the English language, with prices in British currency, to the Custom-house authorities at Akassa or Lokoja, or both, as the case may be; and in order to prevent any attempt on the part of importers to defraud the revenue by having the goods invoiced at a lower price than their real value, the Custom-house authorities, either at Akassa or at Lokoja, shall have the power, in case a suspicion of any such attempted fraud should exist, to take over the goods on paying the importer the invoiced prices, with 2 per cent. additional.

(G.)—*Export Customs Duties.*

No vessel, boat, canoe, or other craft shall receive on board any merchandize from any port of entry and export in the Niger Territories that has not passed the export custom-house of that port, as attested by proper certificates from the Custom-house authorities. There shall be levied at all such ports the export customs duties set forth in Schedule (D) hereto.

(H.)—*Penalties.*

1. Each and every person contravening or assisting others to contravene this Regulation, or making or abetting to make any false declaration or statement with relation thereto, or attempting or aiding to attempt to defraud the Customs revenue in any other way soever, shall be liable for each offence to a penalty not exceeding 500*l.*, or, at the option of the Court, to a penalty not exceeding five times the loss which such contravention or fraud would have the effect of occasioning to the revenue.

2. And if any vessel, boat, canoe, or other craft shall in any way contravene this Regulation, it shall be liable to seizure and forfeiture.

3. And if any merchandize shall be loaded or discharged or attempted to be loaded or discharged from or into any part of the Niger Territories in contravention of this Regulation, such merchandize shall be liable to seizure and forfeiture.

(I.)—*Sub-Regulations.*

The executive authorities of the Company in the Niger Territories shall make from time to time such Sub-Regulations as they may think desirable for carrying out this Regulation, and all such Sub-Regulations shall be publicly notified at Akassa, and at such other ports of entry and export as they may concern, and they shall have the same validity as Regulations made by the Company, and each and every person contravening or aiding in contravening any of these Sub-Regulations shall for each offence be liable to a penalty not exceeding 50*l.*

(J.)—*General Provisions.*

This Regulation shall come into force on the 15th day of September, 1886, and shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

SCHEDULE (A).

Abinsi.	Ibi.	Egorie.	Utshi.
Inishi.	Orofa.	Idah.	Akri Ugidi.
Odeni.	Palava.	Ugi.	Ishuque
Loko.	Katsena Alla.	Illushi.	N'doni.
Amara.	Rabba.	Illah.	Abo.
Rumasha.	Shonga.	Ogrugu.	Oguta.
Mozum.	Egbagi.	Iga.	Agberi.
Zuwoo.	Wonangi.	Igbaku.	Assay.
Rebohu.	Egga.	Asaba.	Onia.
Yola.	Ogbodon.	Onitsha.	Patani.
Lour.	Sosso Kusso.	Abutshi.	Sabagrega.
Bakundi.	Magagia.	Atani.	Akassa.
Sindidri.	Lokoja.	Alenso.	
Donga.	Egbebe.	Ogbakuma.	

SCHEDULE (B).

			<i>s.</i>	<i>d.</i>
Spirits of every kind	..	..	per imperial gallon	2 0
Tobacco of every kind	..	..	per lb. weight	0 6
Salt (in packages or bulk)	..	..	per cwt.	1 0
War material, including fire-arms, gunpowder, and other explosives	..	..	<i>ad valorem</i>	100 per cent.
All other merchandize (except coal)	..	..	<i>ad valorem</i>	2 ..

The duties leviable under Schedule (B) shall be paid in British currency.

SCHEDULE (C).

			<i>s.</i>	<i>d.</i>
Spirits of every kind	..	..	per imperial gallon	2 0
Tobacco ..	..	..	per lb. weight	0 6
Salt (in packages or in bulk) ..	..	..	per cwt.	1 0
War material, as in Schedule (B)	..	..	<i>ad valorem</i>	100 per cent.
All other merchandize (except coal)	..	..	<i>ad valorem</i>	10 ..

The duties leviable under Schedule (C) shall be paid in British currency.

SCHEDULE (D).

						s.	d.
Palm kernels	..	..	..	..	per cwt.	0	2
Palm oil ..	..	..	..	..	per old wine gallon	0	1
Shea butter	..	..	..	..	per old wine gallon	0	1
Ivory ..	..	..	..	..	per lb. weight	1	0

All other native produce, including lubi and country cloth, 20 per cent. *ad valorem* on local cost price.

The duties leviable under Schedule (D) shall be paid in British currency, or in an equivalent amount of the produce exported, calculated at the current local cost price.

Given under the seal of the Company, this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER, } *Directors.*

JAMES A. CROFT, }

(Seal.)

Inclosure 2 in No. 10.

THE NATIONAL AFRICAN COMPANY (LIMITED).

THIS is to certify that the following Regulation marked "July '86. 9," providing for levying licence duties in the Niger territories, has been duly made this 30th day of July, 1886.

(A.)—*Retail Trade Licences.*

No foreigner or foreign Company shall either directly or through an agent or agents sell or barter or expose for sale or barter by retail any merchandize within the Niger territories without a retail trade licence. Each of such licences shall be annual, and shall be valid until the 31st December next following the date of its issue, and shall be procurable at any of the Company's stations on and after the 31st day of December, 1886, on which date this Regulation shall first come into force. The cost of one annual licence shall be 100*l.*, but no more than one such amount shall in one year be demanded from each trader or trading Company on account of having more than one establishment in the Niger Territories; but on one such licence having been paid similar licences for the same year shall be issued without payment to all the other establishments of such foreigner or foreign Company throughout the Niger Territories.

(B.)—*Spirit Trade Licences.*

No person or Company, whether native or foreign, shall carry on, either directly or through agents, any trade, wholesale or retail, in spirituous liquors in the Niger territories without a spirit trade licence. Each of such licences shall be annual, and shall be valid until the 31st December next following the date of its issue, and shall be procurable at any of the Company's stations on and after the 31st day of December, 1886, on which date this Regulation shall first come into force. The cost of one annual licence shall be 100*l.*, but no more than one such amount shall in one year be demanded from each trader or trading Company on account of having more than one establishment in the Niger Territories, but on one such licence having been paid similar licences for the same year shall be issued without payment to all the other establishments of such foreigner or foreign Company throughout the Niger Territories.

(C.)—*General Provisions.*

And this Regulation shall come into force on the 31st day of December, 1886, and shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

Given under the seal of the Company, this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER, } *Directors.*

JAMES A. CROFT, }

(Seal of Company.)

Colonial Office to Foreign Office.—(Received October 31.)

Sir,

Downing Street, October 30, 1886.

WITH reference to your letter of the 14th instant, I am directed by Mr. Secretary Stanhope to transmit to you, for the information of the Earl of Iddesleigh, a copy of a despatch which has been addressed to the Acting Administrator of Lagos on the subject of the application of the Customs Laws of that Colony to the Benin River.

In reply to the question contained in the last paragraph of your letter, I am to observe that, although the Benin River is unquestionably part of the Niger system, it is not clear that the waters communicating from it with the Lagos lagoons are equally so; but in any case, so long as the provisions of the Niger Act with regard to free navigation and transhipment are observed, there would appear to Mr. Stanhope to be nothing inconsistent with that Act in requiring payment of the Lagos customs duties on goods landed, for the purpose of sale or exchange, within the territory which has declared to be part of the Lagos Protectorate.

I am, &c.

(Signed) JOHN BRAMSTON.

The Royal Niger Company to the Earl of Iddesleigh.—(Received November 9.)

My Lord,

34 to 40, Ludgate Hill, London, November 8, 1886.

AS the Council of the Company are of opinion that your Lordship would desire to be informed as to the system under which they are carrying on the administration of the Niger Territories, I have the honour, on their behalf, to transmit herewith ten documents in the exact form in which they were within three weeks of the issue of the Charter sent to the offices of the Company in Africa. Regulations Nos. XI and XII, dealing solely with fiscal questions, are not included, these having been previously submitted to your Lordship. As the system set forth in the ten documents is necessarily abnormal—to correspond with the abnormal conditions of the Niger Territories—and as everything in the nature of preamble has been vigorously excluded, and conciseness pushed to the utmost limits to avoid the confusion into which the untrained minds of laymen are apt to fall amongst the verbiage of some legislative Acts, the Council consider it due to Her Majesty's Government to submit the fundamental principles on which the Regulations were based.

1. The first principle laid down was that the Council must (subject to control by the Secretary of State) be the constantly acting mainspring of all administrative power, somewhat in the way that in a Crown Colony this is exercised by the Governor, the Legislative Council, and the Court of Appeal. All powers exercised by officials in the territories are delegated powers, revocable without cumbrous formalities, and confined to the carrying out of the instructions of the Council. The reasons absolutely necessitating this fundamental departure from the usual and rational method in Crown Colonies of local administration, under the general control of the Secretary of State, have been set forth at length in the correspondence during the two years previous to the issue of the Charter, but they may be (though very imperfectly) summarized as follows:—

(a.) A reasonable—and, still more, an unreasonable—prejudice against the climate, reduces to a minimum the number of men willing to serve on any terms which a but newly-developed country could afford, of sufficient administrative ability to rule these densely-populated Central African regions where errors of policy could not be committed with comparative impunity, as in the sparsely-populated strips of coast forming the West African Colonies, and lying throughout the year within reach of gun-boats and other armed force of the Empire.

(b.) The immense extent of the territories compared, for instance, with those of the West African Colonies, precludes a Council being formed of officers who necessarily reside many hundreds of miles apart.

(c.) The absolute uncertainty whether any official, to-day at his post, may not be compelled to return home within a month; the absolute certainty, on the other hand, that he must return home soon; the probability that his successor would differ considerably in his views on fiscal matters, on internal native politics, and on the complex relations between the Company and the Mahomedan and pagan States—all these point conclusively to an absence of continuity of policy in a local administration which would soon end in disaster, and the work of many years would have to be recommenced *ab initio*.

2. The second principle laid down was that, in some way, a diversion of the (local) judicial, executive, and military (or police) powers, without which government would become autocratic, must be reconciled with the necessary rapidity of action in a wide-spreading territory. This problem appeared insoluble until the Company's districts (varying from eight to twelve in number) were adopted as administrative units. Each District Agent combines, in his district, judicial, executive, and police authority, but his power in each capacity is strictly limited and subject to appeal. For example, in judicial matters he acts as a magistrate in a Court of First Instance. He can take every step necessary to prevent the escape of an accused person until the supreme judicial officer (or Commissioner) decides the case; and, similarly, in civil matters he can act so as to prevent property which may be liable to a Decree of the Courts being destroyed or removed out of the jurisdiction. But the real judicial power, in all but trifling cases, is vested in the Commissioner, who, like an Assize Judge, will have to move constantly on circuit through the territories administering justice. In the same way each District Agent, in his executive capacity, is responsible to the Agent-General (or Senior Executive Officer in his absence), who also is incessantly moving from district to district on executive work. Finally, in military (or police) matters the Commandant of the Constabulary has authority to call on the Agent of any district where he may be operating to place himself, with his local force, under the orders of the Commandant. This officer is directly responsible to the Council alone for the condition and internal discipline of the force, which is a small, but compact body, moving rapidly from point to point in the territories as required.

Each District Agent has one or several European Assistant District Agents. The Company's trade is carried on at each of its numerous factories by a coloured (generally Sierra Leone) Agent in charge, with the requisite number of coloured Sub-Agents. The system above described has, like all other systems, its weak point—the danger lying in possible encroachments on each other's spheres of action by the three principal officers, leading to conflicts and recriminations. The Council have, however, in this, as in other matters, chosen the least of many evils, and, happily, they have secured for two of the posts officers of great tact and experience, as well as remarkable ability. They have not yet been able to appoint definitely their Commissioner, but they hope shortly to secure the services of a gentleman whose special fitness for that onerous and responsible position will, they believe, commend itself to your Lordship as much as to themselves. The opening of the cable to the Niger has removed one of the chief previous difficulties attending on this system.

3. The third principle laid down was to adhere to the plan, hitherto successfully followed, of interfering as little as possible with the internal laws of each native State or tribe. A sufficiently onerous task lies before the Company in keeping open existing trade roads, in opening new roads, in settling questions between natives and foreigners, in composing constantly occurring intertribal disputes and conflicts, and in protecting the peaceful and commercial tribes who have been longest in contact with English civilization against their, as yet, more barbarous neighbours, who prefer acquisition by force to the trouble of labour. The Company can in the future, as in the past, act as a powerful civilizing agent without unduly interfering—and, indeed, the better for not interfering—with the internal affairs of the tribes. Even domestic slavery, repugnant as it is to modern European ideas, cannot safely be repressed by force at present, so intertwined is it with the whole social system of Central Africa. The worst features of slavery, namely, slave-caravans, with the accompanying Slave Trade and slave raids, need no legislation to destroy them. European commerce will kill them. The best authorities agree that during the past quarter of a century these evils have steadily diminished as European trade has advanced into the interior. As the slave-caravans cannot compete with the steamer or steam-launch, each new river or creek opened up to trade diminishes, *pro tanto*, these evils, which it would be beyond the power of a European State to put down by force.

4. The fourth principle laid down was that in dealing with foreigners (including the non-native servants of the Company, who like the Company itself are, of course, foreigners to the Niger territories) special precautions should be taken to prevent any grounds of (even unjust) complaint either by British subjects or by those of other Powers recognized as civilized. With this object it is provided that no sentence of imprisonment on a foreigner (other than precautionary detention) shall be carried out without the assent of the Council. With the natives it is sufficient to follow the dictates of equity and justice, but with the subjects of civilized Powers further considerations have to be borne in mind. In the cases of punishments by fines no arrest of judgment is necessary, as any wrongs done can be redressed at any time by the Council; while an openly provided appeal to London would lower the position of the Commissioner and weaken the necessary respect for the Courts.

The above distinction of procedure between natives and foreigners necessitated, firstly, a clear definition of each category; and, secondly, some method of decisively determining to which of these any individual brought before the Courts belongs; especially in the case of coloured men who might on some occasions find it convenient to assert that they were British subjects, and on others—for instance, if charged with slave-holding—to plead that they were natives. The only method which appeared practicable to the Council was that adopted in the registration clauses of the West African Order in Council of the 26th day of March, 1885, which have been, with slight necessary modifications, introduced into the Regulations of the Company.

5. The fifth principle laid down was that any codification of laws (excepting as regards the Constabulary Regulation, where the Army Act of 1881 has been partly taken as the basis), or any restrictions as to procedure (excepting those prescribed by equity), would at any rate at present create greater evils than they could prevent. By clause 8 of the Charter it is provided that in the administration of justice by the Company to the peoples of its territories, or to any of the inhabitants thereof, careful regard shall always be had to the customs and laws of the class, or tribe, or nation to which the parties respectively belong. This equitable provision would alone render the compilation of a Code or of a uniform system of procedure exceedingly difficult; but even if this positive obligation did not exist, the complex conditions in the Niger territories would strongly favour the application of equity to each case as it arises, and a freedom of procedure which even in Great Britain is growing in public favour as evidenced by the large number of commercial cases now decided by lay arbitration in preference to litigation. A similar latitude of law and procedure has always been enjoyed in the Consular Courts on such portions of the West African Coast as have lain outside of Her Majesty's jurisdiction.

Such, my Lord, are the main principles on which the temporary structure of administration has been erected. The Council are aware that no soundness of system will avail unless vivified by activity, persistence, and equity. As to the last quality, they can only assure your Lordship that they are fully alive to the great responsibility resting upon them, and that as far as in them lies they will discharge faithfully the onerous duties with which they have been intrusted.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, Deputy Governor.

Inclosure 1 in No. 11.

THE NATIONAL AFRICAN COMPANY (LIMITED).

[July '86. 1.]

THIS is to certify that the following Regulations have been duly made on this 13th day of July, 1886:—

I. That the legislative Acts of the Company may be termed Regulations, and may be made or enacted by the Board of Directors or Council, or Governing Body under whatsoever name; or by any Committee duly appointed by such Governing Body for the purpose; and that all such legislative Acts shall be deemed to have been enacted by the Company.

II. That the executive acts of the Company, including the appointment of officers, be performed by the said Governing Body, or duly appointed Committee, or by any officer or officers of the Company duly empowered for this purpose by the said Governing Body or Committee, and that all such executive acts shall be deemed to have been performed by the Company.

III. That, until otherwise notified, the officers and servants of the Company shall accept as issued with the full authority of the Company any instructions, warrants, or other documents signed by the Chairman or by the Vice-Chairman, or by any two of the other Directors; or by the Governor, or by the Deputy Governor, or by any two other members of the Council if and when these changes of style shall be completed.

IV. That the Company's territories now acquired, or from time to time to be acquired and held under Royal Charter, may be termed for shortness the "Niger Territories;" and that all Regulations in force shall, unless the contrary is expressly declared, become applicable to newly-acquired territories as fully as to those held at the time that the said Regulations were made.

V. That the Proclamation marked "July '86. 2," be sealed with the seal of the Company, printed, and ordered to be promulgated in the Niger Territories and such other places as may be found convenient.

VI. That the Regulation marked "July '86. 3," providing for the powers to

be exercised by the Commissioner or Supreme Judicial Officer when appointed, or by such other officer as may temporarily perform his duties, be made and promulgated under the seal of the Company.

VII. That the Regulation marked "July '86. 4," providing for the powers to be exercised by the Agent-General of the Company when appointed, be made and promulgated under the seal of the Company.

VIII. That the Regulation providing for the powers to be exercised by one or more Acting Senior Executive Officers during the absence of the Agent-General, either from the Niger Territories as a whole, or from some portion of these territories where a supreme executive authority is necessary, be made, and that the warrants marked "July '86. 5," for the exercise of such powers be sealed with the Company's seal, and issued to the persons named in this Regulation.

IX. That the Regulation providing for the powers to be exercised by the District Agents be made, and that the warrants marked "July '86. 6," for the exercise of such powers, be issued, sealed under the seal of the Company, to Messrs. Joseph Flint, William Wallace, James Alexander Malcolm, Edward Alexander Bedford, Charles William McIntosh, Roger Campbell Harry Price, George Watson, Egbert Dangerfield, Anthony Shore, Arthur James Hill, William Petch Hewby, Josué Zweifel, William Lister, and Edward Christian, and that further unexecuted forms of such warrants be sent to Mr. Joseph Flint, or other Acting Senior Executive Officer, for issue with his signature as interim sub-warrants, pending the confirmation of the Company.

X. That the Regulation marked "July '86. 7," providing for provisional Rules to be followed in the administration of justice, be made and promulgated under the seal of the Company.

XI. That the Regulation marked "July '86. 8," providing for the levying and collection of customs duties and other taxes, and for all matters connected therewith, be made and promulgated under the seal of the Company.

XII. That the Regulation marked "July '86. 9," providing for the levying of licence duties, be made and promulgated under the seal of the Company.

XIII. That each and every of the foregoing Regulations shall, until repealed or amended, continue in force, notwithstanding any changes in the name or seal of the Company.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER, } *Directors.*
JAMES A. CROFT, }

(Seal of Company.)

Inclosure 2 in No. 11.

Proclamation.

[July '86. 2.]

WHEREAS the National African Company (Limited) has obtained by means of Treaties with the Sultans, Kings, Chiefs, and people of the States and tribes in the Nigar Basin full sovereign rights over the countries on both banks of the River Niger, as well as of the River Benué and other affluents and creeks of the River Niger, and whereas Her Majesty the Queen of Great Britain and Ireland, and Empress of India, has been pleased, by Royal Charter, dated the 10th day of July, 1886, to authorize the exercise by the Company of these sovereign rights, public notification thereof is hereby made to all whom it may concern; and the inhabitants of the Company's territories, whether natives or foreigners, and all persons temporarily residing in or visiting those territories, are hereby called upon to conform to such Regulations as the Company may make in the interest of security and order, and to assist the Company to the best of their ability in its efforts to spread throughout these regions the blessings of peace and civilization.

And notice is hereby given that in order to provide means for the expense of administration of the said territories hereafter called the Niger Territories, the Company has established certain customs duties and other charges, concerning which full information can be obtained at the offices of the Company in London, and at the Company's station at Akassa, at the mouth of the River Niger.

And notice is further hereby given that no vessel, boat, canoe, or other craft may

[107]

L

touch, load, or discharge at, from, or into any part of the Niger Territories without having first entered and cleared at Akassa, at the mouth of the River Niger; or at such other custom-houses as may be established; and without having obtained the necessary certificate or other papers.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER, } *Directors.*
JAMES A. CROFT, }

(Seal of Company.)

Inclosure 3 in No. 11.

THE NATIONAL AFRICAN COMPANY (LIMITED).

[July '86. 3.]

THIS is to certify that a Regulation has been duly made on this 30th day of July, 1886, providing that there shall be appointed during the Company's pleasure, and subject to the Regulations and instructions of the Company, a Supreme Judicial Officer, who may also bear the title of Commissioner, and who may, when in the Niger Territories, exercise on behalf of the Company all judicial powers whatsoever, and perform all acts whatsoever, necessary for administering justice throughout the Niger Territories, and without prejudice to the generality of such powers, he may in particular from time to time, and at any time, perform the following acts and exercise the following powers on behalf and in the name of the Company, viz. :—

(A.) He may hear and decide all appeals from the decisions of District Agents in all administrative causes whatsoever within the Niger Territories, whether affecting customs or other revenue questions, political matters, or any other rights, powers, or duties of the Company as a Government.

(B.) He may hear and decide all such civil suits within the Niger Territories, whether between tribes, Associations, or individuals, whether natives or foreigners, as the District Agents are not competent to try under the Regulations of the Company.

(C.) He may hear and decide appeals from the decisions of District Agents in all other civil suits whatsoever.

(D.) He may try and decide all criminal charges that shall be preferred by any executive authority, or that may have been investigated by a District Agent in a Court of First Instance.

(E.) He may exercise such authority as he may consider necessary for securing the attendance of witnesses, or of any accused person, or of any party to a suit, for maintaining order in his Courts, and generally for upholding his judicial authority.

(F.) He may issue the necessary sub-warrants to the executive authorities for the above purposes, as also for putting in force his decisions and sentences in all cases and of every kind whatsoever.

(G.) He may, by sub-warrant under his hand, or by such public notification as he may think fit, appoint during the Company's pleasure all such other officers or servants as he may think necessary for the service of the Judicial Courts; and such appointments, which shall be at once reported to the Company and be subject to its confirmation, shall in the interim have legal validity from the day of the issue of the sub-warrant or of the said public notification. And he may also by sub-warrant under his hand, or by any public notification before witnesses, suspend any person so appointed from his duties until the pleasure of the Company be made known, and may meanwhile appoint, as above provided, any other person in his place.

(H.) He may by sub-warrant under his hand, or by some public notification, delegate (during the pleasure of the Company) to the Agent-General, to an Acting Senior Executive Officer, to the Commandant of the Constabulary, or to any other officer of the Constabulary, any or all of his powers in such districts where he cannot for the time conveniently attend; and such powers shall, subject to the pleasure of the Company, subsist until in some similar manner recalled by the Supreme Judicial Officer, his successor, or some duly qualified officer during his absence or incapacity for duty.

(I.) He may, by sub-warrant under his hand, suspend the judicial powers of any District Agent until the Company's pleasure be made known, and may, until then, delegate those powers to any person nominated by the Agent-General or Acting Senior Executive Officer.

(J.) And it is further provided that this Regulation shall be construed in the widest sense consistent with the limitations fixed therein, so as to leave the greatest latitude to the power of the Supreme Judicial Officer in administering justice throughout the Niger Territories, and that it shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

Given under the seal of the said Company this 30th day of July, 1886.

(Signed) ABERDARE, *Chairman*.
 G. D. GOLDIE-TAUBMAN, *Vice-Chairman*.
 ALEX. MILLER,
 JAMES A. CROFT, } *Directors*.

(Seal.)

Inclosure 4 in No. 11.

THE NATIONAL AFRICAN COMPANY (LIMITED).

[July '86. 4.]

THIS is to certify that a Regulation has been duly made this 30th day of July, 1886, providing that there shall be appointed during the Company's pleasure an Agent-General, who shall, when in the Niger Territories, exercise, on behalf of the Company, the following powers:—

(A.)—1. *Executive*.—He shall, subject to the Regulations and instructions of the Company, act as the Supreme Executive Authority in the Niger Territories, and shall have under his control all the executive officers and servants of the Company, and also its steamers, launches, plant, and material of every kind, for the employment of whom and of which he shall be answerable to the Company alone.

2. He may, by sub-warrant under his hand, appoint District Agents, each of whom shall have charge of one or more districts in the Niger Territories, as the Agent-General may think fit; and such appointments, which shall be at once reported to the Company and be subject to its confirmation, shall in the interim have legal validity as from the day of the issue of the sub-warrant.

3. He may, by sub-warrant or by such public notification as he may think fit, appoint all such other Sub-Agents or servants for carrying on the executive work of the Administration, including under this head all duties that shall not be expressly included in the Judicial and the Constabulary Departments.

4. He may also, by sub-warrant under his hand or by any public notification before witnesses, suspend from his duties until the pleasure of the Company be made known any executive officer of the Company or any servant in the Executive Department, and may meanwhile appoint, as above provided, any other person in his place.

5. He may do, or order to be done, all acts requisite for carrying out the Regulations of the Company in the Executive Department, whether concerning the collection of customs duties or other taxes, the control of the district police, the maintenance of order among the inhabitants, whether natives or foreigners, of the Company's territories, or any other matters whatsoever not expressly falling within the Judicial or Constabulary Departments, and all such acts shall have the same validity as if done by the Company. And in pursuance thereof he may make from time to time such Sub-Regulations as he may consider expedient for carrying out the Regulations of the Company. These Sub-Regulations, which shall be at once reported to the Company, and be subject to its confirmation, shall in the interim have the same legal validity from the day of publication by the Agent-General as they would have had if made by the Company.

(B.) *Constabulary*.—He shall not interfere with the internal working or discipline of the constabulary force of the Company, but the Comandant of that force, or the Senior Officer of any portion of that force in any district, shall use such force under the instructions of the Agent-General, who is also empowered, in the event of any or all the Constabulary officers being absent or incapacitated for work, to appoint temporarily any officer or officers of the Company to take his or their place.

(C.) *Judicial*.—During such time as there may be no appointment made of a Commissioner or Supreme Judicial Officer, and during the absence or incapacity for duty of such officer, the Agent-General shall exercise all the powers which, by the Regulation of this date or by any subsequent Regulations, are intrusted to such Supreme Judicial Officer; or the Agent-General may, by sub-warrant, delegate such interim supreme

judicial duties to the Commandant of the Constabulary, or, in his absence or incapacity for duty, to the next Senior Constabulary Officer who is able to act.

(D.) And it is further provided that this Regulation shall be construed in the widest sense consistent with the limitations fixed therein, so as to leave the greatest latitude to the power of the Agent-General in carrying on the executive administration of the Niger Territories, and that it shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER,

JAMES A. CROFT, } *Directors.*

(Seal.)

Inclosure 5 in No. 11.

[July '86. 5.]

THIS Warrant, under the seal of the National African Company (Limited), certifieth that the following persons, namely:—

(A.) Daniel Wycliffe Sargent, Joseph Flint, William Wallace, William Andrew Earnshaw, James Alexander Malcolm, Edward Alexander Bedford, have been nominated to act in the above order of seniority as Senior Executive Officers during such time as the office of Agent-General is vacant, or when the Agent-General is absent, or from any cause unable to perform his duties. In all such cases the senior of the above persons shall act as Senior Executive Officer, or if he be absent or from any cause unable to perform his duties, the next senior shall so act, and so on.

(B.) And for this purpose the word "absent" shall be held to include not only absence from the Niger Territories as a whole, but also the being by physical or other causes unable to reach any particular portion of the territories where the action of a Supreme Executive Officer is desirable, so that it may occur that two or more Senior Executive Officers may be acting simultaneously in various portions of the Niger territories.

(C.) The Acting Senior Executive Officer, for the whole or any portion of the said territories, shall, during the pleasure of the Company, exercise for the time being all the powers whatsoever of an Agent-General, as in the Regulation of this date, and as may be from time to time defined by the Company.

(D.) This Warrant shall not cease to have effect on account of any change in the name or seal of the Company, but shall continue in force notwithstanding any such changes.

Given under the seal of the Company this 30th day of July, 1886.

Inclosure 6 in No. 11.

[July '86. 6.]

THIS Warrant, under the Seal of the National African Company, (Limited), certifieth that _____, one of the Company's District Agents, is authorized and empowered, during the pleasure and subject to the instructions of the Company, to act on behalf of the Company in any district or districts to which he may have been or may be appointed by the Company or by its Agent-General, or by an Acting Senior Executive Officer, in the following capacities:—

(A.) *Judicial.*—He may, subject to the right of appeal elsewhere provided, hear and decide all administrative causes whatsoever within his district or districts, whether affecting Customs or other revenue questions, political matters, or any other rights, powers, or duties of the Company as a Government.

(B.) He may, subject to the same right of appeal, hear and decide all civil suits within his districts or district, whether between tribes, Associations, or individuals, whether natives or foreigners, excepting:—

1. Civil suits between the Company (as a Corporation and not as a Government) and any foreigner or foreigners unless such foreigner or foreigners shall previously assent in writing or other well-attested manner to such cause being heard and decided by the said District Agent; and

2. Any other civil suits to which foreigners are parties involving an amount exceeding 50*l*.

(C.) He shall hear and investigate, as in a Court of First Instance, any criminal charges that may be brought before him, or that he may cause to be preferred, within his district or districts; and he may commit for trial by the Supreme Judicial Officer or his substitute any person or persons so charged, and he may accept such bail as he may think desirable, or may refuse bail and order the detention of such person or persons until the cause shall be duly tried and decided. He shall in all judicial matters receive and comply with the instructions of, and his judicial powers may, pending the ascertaining of the Company's pleasure, be suspended by, the Company's Supreme Judicial Officer, or of and by such person or persons as may temporarily be empowered and authorized to exercise the duties of such Supreme Judicial Officer.

(D.) *Executive.*—He may, subject to such limitations as may from time to time be fixed by the Company, or its Agent-General, or an Acting Senior Executive Officer, do all lawful executive acts whatsoever that may be necessary for carrying out within his district or districts the Regulations of the Company; and he may temporarily delegate to such persons as he shall think fit, by warrant under his hand, or by any public notification, such executive powers (relating to the levying of customs duties or other taxes, or to any other Executive Department) as he may think necessary, and such delegated powers shall subsist until withdrawn by himself, by his successor, by the Agent-General, by an Acting Senior Executive Officer, or by the Company. He shall in all executive matters receive and comply with the instructions of, and his executive powers may, pending the ascertaining of the Company's pleasure, be suspended by, the Company's Agent-General or an Acting Senior Executive Officer.

(E.) *Police.*—He may, within his district or districts, act with full powers as the Chief Police Officer, and shall have charge of the armed force of the Company, excepting such as may be under the immediate control of the Commandant or of the Senior Officer of the Constabulary within his district or districts. He shall in such capacity receive and comply with the instructions of, and may, pending the ascertaining of the Company's pleasure, be suspended by, the Agent-General or an Acting Senior Executive Officer. He may temporarily delegate to such persons as he may think fit, by warrant under his hand, such police powers as he may think advisable, and such delegated powers shall subsist until withdrawn by himself, by his successor, by the Agent-General, by an Acting Senior Executive Officer, or by the Company. The Agent-General, or an Acting Senior Executive Officer, may, on occasions where a display of force is necessary, place the said District Agent under the immediate command of the Commandant of the Constabulary, or of the senior officer of the Constabulary in that or neighbouring districts; or such Constabulary officer may, on his own responsibility in cases of emergency, call upon the said District Agent, in his capacity as Chief of District Police, to place himself under his orders. In either or any of the above cases the said District Agent, and all those under his orders, shall obey the instructions of the said officer of Constabulary as commander of an armed force in the field.

(F.) And this Warrant further certifieth that in interpreting the above powers of the said District Agent the widest meaning, consistent with the terms of this Warrant, shall be given to such powers, so that within the limits laid down the said District Agent shall exercise all powers and do all acts, whether judicial, executive, or police, requisite for carrying on the administration of his district or districts, and for upholding the rights and powers of the Company.

(G.) This Warrant shall not lose its effect through any changes in the name or seal of the Company, but unless cancelled shall remain in force after such changes.

Given under the seal of the Company this 30th day of July, 1886.

Inclosure 7 in No. 11.

THE NATIONAL AFRICAN COMPANY (LIMITED).

[July '86. 7.]

THIS is to certify that a Regulation has been duly made this 30th day of July, 1886, providing for Provisional Rules to be followed in the administration of justice in the Niger Territories, as follows:—

(A.)—*Foreigners and Natives.*

In this Regulation, and in all others where not otherwise expressly provided or where not inconsistent with the context, the word "foreigner" shall be taken to mean any

person or Association (other than the Company acting as a Government) entitled to claim to be subject to any Great Power of Europe or to any State recognized by the Great Powers as a civilized State; and all other persons shall be described as "natives."

(B.)—*Registration of Foreigners.*

1. During the month of January 1887, and during every succeeding January, every foreigner residing in the Niger Territories, being of the age of 16 or upwards, or being married or a widower or widow though under that age, must register himself or herself at the nearest station of the Company, under such form as shall be provided by the Company, or, failing such provision, by the Supreme Judicial Officer or his substitute.

2. Every Association claiming to be a "foreigner" under the definition of this Regulation, and having any establishment in the Niger Territories, must in every January be registered by one of its authorized agents at the Company's station at Akassa.

3. Every "foreigner" not resident in the Niger Territories, arriving within these territories, unless borne on the muster-roll of a vessel, must, within one month after arrival, register himself at the nearest station of the Company.

4. But this provision does not require any person to register himself oftener than once a year beginning the 1st January.

5. The Supreme Judicial Officer, or his substitute, or the District Agent of the district in which the registration takes place, shall, on demand, yearly give to each person registered a certificate of registration duly signed.

6. Every person or Association on such registration shall pay a fee of five shillings or such lesser amount as the Supreme Judicial Officer or his substitute may from time to time appoint.

7. Every person (including the authorized agent of an Association) by this provision required to register himself or herself must, unless excused by the Supreme Judicial Officer or his substitute, attend personally for that purpose at the registration station on each occasion of registration.

8. If any person or Association fails to comply with the requirements of this Regulation, and does not excuse his failure to the satisfaction of the Supreme Judicial Officer or his substitute, he is guilty of an offence against this Regulation, and may for each such offence be fined by the Supreme Judicial Officer or his substitute any sum not exceeding 100*l*.

9. Registration by a person or Association as subject to a foreign State shall not be taken as final evidence on this head, but the person or Association so claiming may be called upon by any Court in the Niger Territories to justify the claim.

10. No person who has failed to comply with this Regulation shall be entitled to claim the protection of any foreign State, nor to demand any mode of procedure other than that adopted towards the natives of the Niger Territories.

(C.)—*Administration of Justice to Natives.*

1. The Supreme Judicial Officer, or any officer acting lawfully as his substitute, may, pending the formation of a Code by the Company, make and follow such procedure as he may find expedient, and may give such decisions and pass such sentences as he may consider consistent with the nature of the case, but careful regard shall always be had to the customs and laws of the class, or tribe, or nation to which the parties respectively belong, especially with respect to the holding possession, transfer, and disposition of lands and goods, and testate or intestate succession thereto, and marriage, divorce, and legitimacy, and other rights of property and personal rights.

2. The District Agents and other subordinate Courts shall follow such mode of procedure as the Supreme Judicial Officer or his substitute may from time to time lay down, and in the absence of such instructions they may follow such mode of procedure as they may find expedient, and may give such decisions and pass such sentences as they may think consistent with the justice of the case, reporting the same to the Supreme Judicial Officer or his substitute, who shall have power of revision of any such decision or sentence.

3. All sentences, whether by fine, imprisonment, or other punishment, shall be reported at the earliest convenient opportunity by post to the Company in London.

(D.)—*Administration of Justice to Foreigners.*

1. In all civil causes between foreigners, or between foreigners and natives, and in all administrative and criminal causes to which a foreigner is a party, the procedure shall be, as far as is practicable, similar to that in usage in Great Britain or other European States; but careful regard shall always be had, where practicable, to the customs and laws of the nations or tribes to which the said parties belong; and no decision or sentence shall be held to be invalid on any technical objection as to the mode of procedure followed.

2. No sentence of death or imprisonment on a foreigner shall be carried out until confirmation thereof has been received from the Company, but foreigners under sentence may be detained in custody pending the decision of the Company.

(E.)—*Competence of Courts.*

1. All causes whatsoever, whether administrative, civil or criminal, may be heard and decided by the Supreme Judicial Officer or his lawful substitute, without having previously been heard in any lower Court.

2. All administrative causes, whether affecting Customs or other revenue questions, political matters, or any other rights, powers, or duties of the Company as a Government, may be heard and decided by any District Agent who is provisionally or otherwise in charge of the district in which the cause occurs.

3. All civil suits, whether between tribes, Associations, or individuals, whether natives or foreigners, may be heard and decided by any District Agent who is provisionally or otherwise in charge of the district in which the cause occurs, excepting—

(a.) Civil suits between the Company (as a Corporation and not as a Government) and any foreigner who shall not in writing or other well-attested manner have previously assented to the cause being so tried; and

(b.) Any other civil suit to which a foreigner is a party, involving an amount exceeding 50*l*.

4. An appeal shall lie in all causes to the Supreme Judicial Officer or his lawful substitute, but any District Agent may, pending such appeal and at any time after pronouncing his Judgment, take and order to be taken any steps necessary for securing the carrying out of such Judgment if and when confirmed by the higher Court; and may for this purpose order and enforce the payment into Court of a sum not exceeding the amount of the Judgment and costs.

5. All criminal charges may be heard and investigated as in a Court of First Instance by any District Agent who is provisionally or otherwise appointed to the district in which the offence occurred; and such District Agent may take such steps as may be necessary for securing the person of the accused until the cause has been finally disposed of by the Supreme Judicial Officer or his lawfully appointed substitute.

(F.)—*General Provision.*

This Regulation shall be construed in the widest sense consistent with the words thereof, so as to leave the greatest latitude of procedure to the judicial officers of the Company, and shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER,
JAMES A. CROFT, } *Directors.*

Inclosure 8 in No. 11.

THE NATIONAL AFRICAN COMPANY (LIMITED).

Notice.

[August '86. 1.]

BY a Regulation duly made on Friday, the 6th day of August, 1886, the establishing of customs duties in the Niger Territories has been postponed from the 15th day of September, 1886, until the 1st day of October, 1886.

(By order of the Board),

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Copies of this Notice to be posted at all the Company's stations and elsewhere, where considered necessary.

Inclosure 9 in No. 11.

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED).

[August '86. 2.]

THIS is to certify that the following Regulation (marked August '86. 2, for transmission to Africa), has been duly made this 31st day of August, 1886:—

- (A.) This Regulation may be cited as No. 15, 1886.
- (B.) The Regulations made on the 30th day of July, 1886, may be cited as Nos. 1 to 3, 1886, respectively in the order in which they were made, namely:—
- (C.) The Regulation providing for the legislative Acts of the Company may be cited as No. 1, 1886.
- (D.) The Regulation providing for the executive Acts of the Company may be cited as No. 2, 1886.
- (E.) The Regulation providing for the attestation of the above Acts of the Company may be cited as No. 3, 1886.
- (F.) The Regulation providing for the naming and possible extension of the Niger Territories may be cited as No. 4, 1886.
- (G.) The Regulation providing for the issue of the Proclamation of the 30th July, 1886, may be cited as No. 5, 1886.
- (H.) The Regulation providing for the powers of the Commissioner or Supreme Judicial Officer may be cited as No. 6, 1886.
- (I.) The Regulation providing for the powers of the Agent-General or Supreme Executive Officer may be cited as No. 7, 1886.
- (J.) The Regulation providing for the powers of Acting Senior Executive Officers may be cited as No. 8, 1886.
- (K.) The Regulation providing for the powers of District Agents may be cited as No. 9, 1886.
- (L.) The Regulation providing for the administration of justice may be cited as No. 10, 1886.
- (M.) The Regulation providing for customs duties may be cited as No. 11, 1886.
- (N.) The Regulation providing for licences may be cited as No. 12, 1886.
- (O.) The Regulation providing for changes in the name or seal of the Company may be cited as No. 13, 1886.
- (P.) The Regulation made on the 6th day of August, 1886, may be cited as No. 14, 1886.

Given under the seal of the Company this 31st day of August, 1886.

(Signed)

CHARLES W. MILLS,

JOHN EDGAR,

G. D. GOLDIE-TAUBMAN,

} *Members of
the Council.*

(Seal of the Company.)

Inclosure 10 in No. 11.

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED.)

THIS is to certify that the following Regulations, marked ^[August '86. 3.] "August '86. 3.," providing for the establishment and maintenance of a Constabulary Force in the Niger Territories, has been duly made this 31st day of August, 1886:—

(A.) This Regulation may be cited as the Niger Constabulary (1886) Regulation, or numerically as No. 16, 1886.

(B.)—*Interpretation Clause.*

1. In this Regulation "the Company" shall be held to mean the Council or Board of Directors, or other analogous governing body under whatsoever name; and, until otherwise notified, all instructions, warrants, or other documents signed by the Governor or by the Deputy Governor, or by any two other members of the Council, shall be accepted by all concerned as issued with the full authority of the Company.

2. The term "the Force" shall be held to mean the Company's Constabulary Force.

3. The term "Commandant" shall, unless contrary to the context, be held to include any person or persons who may under the provisions of this Regulation be exercising and performing the rights and duties of a Commandant; or who, if the context so require, may have previously exercised and performed the rights and duties of a Commandant.

4. The term "officer" or "officers" shall, unless contrary to the context, be held to include all officers and under-officers of the Force, but not non-commissioned officers.

(5.) The term "man" or "men" shall, unless contrary to the context, be held to include non-commissioned officers of all ranks, from the sergeant-major to the corporals, and all privates.

6. The Senior Executive Officer shall be held to mean the Agent-General or any Acting Senior Executive Officer performing the duties of Agent-General.

(C.)—*Composition of the Force.*

1. The Force shall be officered by the following Europeans:—

- 1 Commandant.
- 1 Sub-Commandant.
- 1 Gunnery Instructor, or under-officer, and such additional European Sub-Commandants and under-officers as the Company may appoint.

2. The men in the Force shall for the present number 150 strong or thereabouts, inclusive of all ranks, from sergeant-major to privates, as follows:—

- 1 Sergeant-major.
- 7 Sergeants or thereabouts.
- 7 Corporals or thereabouts.
- 135 Privates or thereabouts, including buglers, &c.

Total 150 or thereabouts.

3. No person in the Force or otherwise shall be exempted from the provisions of this Regulation on the ground that the number of the Force is either greater or less than the number above mentioned.

4. For the purposes of discipline and interior economy, the Force shall be divided into sections of about 20 men, inclusive of non-commissioned officers, as under:—

- 1 Sergeant.
- 1 Corporal.
- 18 Privates or thereabouts.

5. For drill purposes, the sections shall be formed into companies. Each company shall consist of two or more sections, according to circumstances.

(D).—*The Head-quarters of the Force.*

The head-quarters of the Force shall be at such places as the Senior Executive Officer, with the assent of the Commandant, shall appoint, and no change of head-quarters shall be made without the knowledge and consent of the Senior Executive Officer, and any such change shall at once be reported to the Company by the Commandant and by the Senior Executive Officer.

(E).—*Officers.*

1. The Commandant shall have the command, direction, and general superintendence of the Force, and shall be responsible to the Company for the maintenance of discipline, and for the enforcement of all Regulations and Sub-Regulations relative to the Force.

2. It shall be the duty of the Commandant to bring especially to the notice of the Company, without partiality or favour, any officers who may be distinguished for attention to and proficiency in their duties, as well as those who, from incapacity or other cause, are deficient in a knowledge of their duties, or show an indisposition to afford the Commandant that support which he has a right to expect from them, or conduct themselves in a manner injurious to the efficiency and the credit of the Force. The Commandant is hereby authorized and instructed, whenever he may think it expedient, to terminate forthwith by notice in writing on behalf of the Company the agreement of any officer with the Company, and the authority of such officer under the provisions of this or any other Constabulary Regulation shall forthwith cease, and any warrant that he may hold shall forthwith become inoperative.

3. All promotions and appointments in the ranks and reductions to the ranks shall be made by the Commandant, and reported to the Company in the monthly Report.

4. The Commandant shall be held accountable for all public stores, of whatever description, belonging or appertaining to the Force.

5. The Commandant shall, to the best of his ability, carry out all the wishes of the Senior Executive Officer, and shall co-operate with him on all occasions when it may be deemed necessary to employ the Force for the maintenance of order, or for military operations within or without the Niger Territories, and he shall be responsible that any instructions which he shall receive from the Senior Executive Officer are promptly and judiciously carried out.

6. In the event of a deficiency of officers, through absence or any other cause, the Commandant may, with the assent of the Senior Executive Officer, appoint temporarily any person he may think fit to any vacant post, and may remove any person so appointed by himself or by any previous Commandant, reporting the same to the Company.

7. The Sub-Commandants shall assist the Commandant in every way, and to the best of their ability, in establishing and maintaining discipline in the force. They shall assist the Commandant in all his duties, and in his official correspondence. In the event of the Commandant being absent, or from any cause unable to carry on his duties, the senior available Sub-Commandant shall take command of the Force, or of that portion of the Force with which he is present, as the case may be; and all powers and duties herein detailed for the Commandant shall be then exercised and performed by the said senior available Sub-Commandant.

8. The under-officers shall be charged with the musketry training of the Force, and shall be responsible to the Commandant that the musketry drills and target practices are properly carried out. They shall also have charge of all gun and machine-gun drills and firing practices, and shall be responsible to the Commandant for the general efficiency and discipline of the gunners. They shall also be held accountable for the arms and accoutrements of the men, and that the guns, rifles, and other "war material" are kept in serviceable condition. In the event of both the Commandant and all the Sub-Commandants being absent, or from any cause unable to carry on their duties, the senior available under-officer shall, unless and until an appointment be made under the following sub-clause (9), take command of the Force, and all powers and duties herein detailed for the Commandant shall be then exercised and performed by the said senior available under-officer.

9. In the event of the Commandant and all the Sub-Commandants being absent, or from any cause unable to carry on their duties, the Senior Executive Officer may appoint himself or any other person or persons whomsoever to hold temporarily either or all of the said posts, and any person so appointed shall, until the pleasure of the Company shall

be signified, exercise the same powers and perform the same duties as if appointed by the Company. In the event of all the officers (including the under-officers) of the Force being absent, or from any cause unable to carry on their duties, and of no Senior Executive Officer being on the spot, any District Agent, or, in his absence or incapability of carrying on his duties, his senior subordinate, being a European, shall temporarily assume the command of such portion of the Force as may be in his district, and shall then, in respect of such portion, exercise and perform all the rights and duties herein detailed for the Commandant.

10. The word "absent" (or "absence") in the above sub-clauses (7), (8), and (9), and in any other part of this Regulation providing for the substitution of any absent person, shall be held to include not only absence from the Niger Territories as a whole, but also the being by physical or other causes unable to reach any particular portion of the territories where the presence of a person having the powers of the "absent" person is expedient, so that it may occur that two or more persons may simultaneously exercise and perform the powers and duties of Commandant of the Force in various portions of the Niger Territories.

(F).—*Enlistment and Discharge.*

1. *Term of Enlistment.*—The term for which men may be enlisted for the Force shall be entered on the attestation sheet, and no man so enlisted shall be at liberty to withdraw from the Force until the expiration of that term.

2. *Medical Examination of Recruit.*—It is advisable that, before a recruit is attested, he be examined by a medical officer, who should sign the following certificate in the body of the attestation sheet:—

"I have examined _____, and find him fit (or otherwise) for service in the Niger Constabulary.

, Surgeon.

"Date."

3. *Attestation.*—Every man enlisting or re-engaging for service in the Force must subscribe to the conditions of the following attestation:—

"I, _____, hereby agree and promise to serve the Royal Niger Company (Chartered and Limited) on the Niger for a period of _____ years, and to subject myself for the said period to all Rules and Regulations now in force, and to such other Rules and Regulations as may from time to time within such period be passed for the better discipline and management of the Constabulary, and to obey the officers placed over me. And I further agree that my rate of pay shall be _____ per month, together with board and lodging as customary, and that the Commandant or other duly authorized officer of the Constabulary may discharge me and terminate this Agreement at any time prior to the expiration of the said _____ years. A passage both ways shall be found me by the Company.

"Signature or mark.

"Date.

"Witness's name

" address

" occupation."

4. *Final Approval.*—The recruit having passed the medical examination as to fitness, and having been attested, will be taken on the strength of the Force from the date of his final approval, the following form at the bottom of the attestation sheet being signed by the Commandant:—

" _____ is finally approved and taken on the strength of the Niger Constabulary.

"Date

"Commandant (or Acting Commandant), Niger Constabulary."

5. *Description of Recruit.*—The following particulars as to the description of the recruit will be filled in on the back of the attestation sheet:—

"Description of Recruit."

"Country		
"Age	years	months,
"Trade or calling		
"Height	feet	inches.
"Complexion		
"Distinctive marks and scars		"

6. *Discharge.*—Any non-commissioned officer or private may be discharged from the Force by order of the Commandant, either on the termination of the period of engagement, or at any previous time, for misconduct, incapacity, or other unfitness from any cause whatsoever.

7. *Rules for reckoning Service.*—In reckoning the service of any non-commissioned officer or man for the purpose of discharge, all periods of time shall be excluded during which he has been absent from his duty for any of the following causes:—

Imprisonment with hard labour.
Desertion.
Absence without leave exceeding forty-eight hours.

(G.)—Fines, Forfeiture, and Rewards.

1. All fines, stoppages for clothing and necessities, or pay forfeited when in prison, and hospital stoppages will be deducted from the pay of the man who has incurred the liability.

2. If any pay be due to any man who has deserted from the Force, the same shall be forfeited.

3. If any man be dismissed from the Force on conviction of misconduct, he will cease to draw pay from the date of such dismissal; but, if for any other reason, his pay shall be calculated up to such date as he can reasonably reach his home.

4. Such rewards for good conduct, or proficiency in drill, or other military qualities, shall be given as shall be recommended by the Commandant and approved by the Company.

(H.)—Clothing, Equipment, &c.

1. The dress of both officers and men shall be as from time to time laid down by the Company, or, in the absence of such instruction, as shall be ordered by the Commandant. Officers shall wear the prescribed uniform on all parades and duties.

2. Each man shall be furnished with the following arms and accoutrements, for which he shall be held personally responsible:—

One breech-loading rifle, with cleaning-rod, sling, and snapcap complete.
One bayonet and scabbard.
One waist-belt complete with bayonet-frog.
One pouch-belt and pouch.
One ball-bag.
One haversack.
One water-bottle.

3. The officers shall impress on the men the following instructions for keeping their arms in a serviceable condition:—

(a.) They shall never carry weights on their rifles, or make use of them for other purposes than those for which they are intended.

(b.) To prevent rust, the inside of the barrel and all parts of the barrel liable to rust shall be frequently rubbed with an oiled rag and afterwards with a dry rag.

(c.) Placing arms forcibly in a rack, or piling them carelessly, so that they are liable to fall down, will often cause irreparable injury to the barrel, more particularly at the muzzle, where it is the thinnest.

(d.) Care shall be taken to prevent the foresight from being bent, blunted, or injured in any way.

(e.) No man shall remove the lock from the stock without first obtaining permission to do so.

4. Arms of men admitted into hospital shall be handed over to a gunnery instructor, or, in his absence or incapacity for duty, to a Sub-Commandant or the Commandant.

5. The arms, clothing, and equipment of non-effectives and deserters shall be returned into store.

6. Every man shall at once report any damage to, or loss of, his arms, clothing, or equipment.

7. *Loss of Necessaries, &c.*—Any man who shall make away with, or shall lose by neglect, or shall damage wilfully or by neglect, any article of his clothing, equipment, or other property, shall, in addition to such other punishment as may be awarded, be liable to make good such loss or damage.

8. When, from any cause, any article of equipment becomes unserviceable, the fact shall be brought to the notice of the Commandant, who may order a fresh article to be issued in its place. When it shall be deemed advisable to destroy any article of equipment, the sanction of the Commandant must be first obtained.

9. The Commandant shall make such further Sub-Regulations as may be desirable relating to the artillery and machine-guns of the Company, together with their appurtenances; and all such of the above clauses as the nature of the case permits shall be applicable to such artillery and machine-guns, together with their appurtenances.

(I).—*Ammunition.*

1. The service ammunition shall be placed in a magazine, and not carried in the men's pouches, unless by the express order of the Commandant.

2. Guards, escorts, or other parties shall, when necessary, have ammunition served out to them. This supply shall be collected after the duty is performed, and returned into the magazine.

3. The issue of ammunition shall be made by the Gunnery Inspector, or in his absence or incapacity for duty, by a Sub-Commandant or the Commandant.

4. The ammunition in magazines shall be inspected once a-month.

5. All necessary precautions shall be taken, not only for the safe custody of the ammunition, but also for its careful preservation from fire or other casualty, and the following instructions shall be strictly enforced:—

(a.) There shall be a sentry by day and night over each magazine, who shall prevent smoking or fire near the magazine.

(b.) The person in charge of a magazine shall know perfectly the arrangement of each article, so as to be able to find it at once on the darkest night.

(c.) On no account shall strangers have access to any magazine unless accompanied by an officer in charge, or other person delegated by him, whose duty it will be to take care that all persons entering have attended to the necessary precautions, and that they have no articles of a dangerous nature in their possession.

(d.) No person shall be allowed to enter a magazine with boots or shoes on.

(e.) The floors of the magazines shall be kept well swept.

(f.) On the arrival of powder or other stores, every barrel, box, or case shall be carefully examined, in order to discover whether it be perfectly closed, so that no powder can escape; and whether any of the hoops be fastened with iron nails, or if there be anything objectionable or any iron on any part of the barrel. Should any barrel, box, or case be discovered so circumstanced, it shall not be received into a magazine, but the powder shall be immediately shifted into another barrel or case, and a report made to the Commandant. A record of the examination shall be made on every arrival of stores.

(g.) No barrel, box, or case shall be opened in a magazine, but when required shall be taken into another room.

(h.) No barrels containing powder or ammunition shall be suffered to lie open in a magazine.

(i.) In the event of the issue of a less quantity than a whole barrel, the package containing it shall be marked like the barrel from which it is taken.

(j.) A record of all issues from and receipts into a magazine shall be kept.

(k.) In stocking barrels or cases of powder and ammunition, a space shall be left between them and the wall of the magazine to allow of a free circulation of air, and prevent injury from damp.

(l.) The various descriptions of ammunition shall be so arranged that the barrels and cases of the several kinds are kept together.

(m.) The powder and ammunition which has been longest in store shall always be issued first, unless by the express orders of the Commandant to the contrary.

(n.) On no account shall friction tubes, or fuses of any kind that contain their own means of ignition, be placed inside any magazine.

(o.) All tools, instruments, or other articles used in any magazine shall be of wood or copper, and nothing containing iron or liable to cause ignition shall be permitted in any magazine.

6. As serious damage may be done to rifles by the use of unsuitable ammunition, no ammunition shall be used except that provided by the Company.

7. When ammunition is in possession of the men it shall be carefully inspected at the daily morning parade, and any loss shall be reported to the Commandant. Before blank ammunition is issued to the men, officers shall in every case ascertain that no ball ammunition remains in the pouches. After ball practice the arms and pouches of the men shall be examined by an officer.

8. Ammunition wilfully or by neglect lost, destroyed, damaged, or made away with shall be accounted for in the same manner as other articles of equipment.

9. Such of the above clauses as the nature of the case admits shall be applicable to artillery ammunition, and the Commandant shall make such further Sub-Regulations as shall be desirable relating to such ammunition.

(J.)—*Correspondence and Returns.*

1. The Commandant shall cause every Order and Circular published for information to be republished in the Constabulary Orders. Ignorance of published Orders will never be admitted as an excuse for their non-observance. All Orders relating to the men are to be read and interpreted to them immediately after such Orders are received.

2. Every letter must be written on foolscap, with a quarter margin. The paragraphs must be numbered. When a communication has any reference to previous correspondence, the number, date, and purport of the former papers must be quoted.

3. The death of an officer must be at once reported to the Senior Executive Officer and to the Company.

4. The following Monthly Reports and Returns shall be forwarded by the Commandant to the Company:—

- (a.) Report on state of Force.
- (b.) Report of all stores received.
- (c.) Report of all stores expended.
- (d.) Report of equipment lost or damaged.
- (e.) Report of military operations and of occupations of men.
- (f.) Report of offences, sentences, remission of sentences, and procedure.

5. The following books, or such other books for similar purposes as shall be sent out by the Company, shall be kept in the orderly-room:—

- Order book.
- Letter register.
- Record of punishments.
- Diary of parades.
- Daily distribution.
- Nominal roll.
- Guard book (for letters received).
- " (musketry practice).
- " (for gazettes).
- " (proceedings).
- Defaulters' book.
- Requisition book.
- Attestations.
- Quarterly account, clothing, barrack stores.
- " " arms, equipments, ornaments.
- Clothing roster.
- Daily issue barrack property.
- " arms and accoutrements.
- " ammunition.
- Arms, accoutrements, &c., returned into store.
- Account of repayment.
- Invoice book of stores from England.
- Equipment ledger.
- Guard book receipts.
- Fines and imprisonments.
- Nominal roll book.

(K.)—*Honours and Salutes.*

1. No officer who is not dressed in uniform shall be entitled to the compliment of a guard turning out.
2. Should any person entitled to a salute pass in rear of a guard, the commander shall cause his men to fall in and stand with "shouldered arms" to their proper front. When such persons pass guards while in the act of relieving, both guards shall salute as they stand, receiving the word of command from the senior commander.
3. Guards shall get under arms at all times when armed parties approach their posts, and stand with "shouldered arms." Guards shall not pay compliments between the sounding of "retreat" and the "reveille." Guards shall not turn out to unarmed parties.
4. Sentries shall halt, front, and salute officers according to rank, and present arms to armed parties.
5. Officers shall always salute their seniors on parade or duty when reporting themselves or making a report to them.
6. The men shall be instructed to salute all officers, whether in uniform or not. A man if standing still when an officer passes shall turn towards him, come to "attention," and salute. When a man addresses an officer he shall salute and halt two paces from him. When walking, he shall salute an officer as he passes him. When a man appears before an officer in a room he shall salute without removing his fez or cap. A man without his cap or who is carrying anything that prevents him from saluting properly, shall, if standing still, come to "attention" as the officer passes; if walking, shall turn his head slightly towards the officer in passing him. Men in command of parties, whether armed or unarmed, shall on all occasions pay the proper compliments when passing officers in uniform.

(L.)—*Discipline and Interior Economy.*

1. As it is desirable, owing to the peculiar characteristics of the men composing the Force, that the greatest tact and patience should be exercised in dealing with them, officers must adopt towards the non-commissioned officers and privates a system of command and treatment which will insure their respect and ready obedience. Every officer must acquire knowledge of his men, and, as far as possible, of their language. He must interest himself personally in their discipline and well-being, without resorting unnecessarily to the intervention of a non-commissioned officer.
2. The Commandant shall prescribe the duties and powers of all the non-commissioned officers (from the serjeant-major down to the corporals), and all officers shall assist in seeing these duties performed and these powers upheld.
3. No non-commissioned officer or private shall be out of his quarters between "tattoo" and "reveille" without a pass signed by the Commandant; but passes may be granted to well-conducted men at the discretion of the Commandant.
4. When on the march, members of the Force, shall under penalty of severe punishment, treat with respect the persons and properties of the inhabitants of the villages through which they may pass.
5. Sanitary precautions in barracks and elsewhere shall be carefully taken and strictly enforced.
6. The indiscriminate admission of strangers into barracks shall be strictly prohibited.
7. Officers shall use all possible precautions to prevent accidents by fire. No fires or lights shall be allowed in any room except the guard room after lights out.
8. In the event of fire breaking out, the "assemble" shall sound, the men falling in to await orders.

(M.)—*Offences, Punishments, and Procedure.*

1. Notwithstanding anything to the contrary contained in any previous Regulation of the Company, or in any future Regulation that shall not be clearly and specifically directed to this point, the men of the Force shall, in all matters relating to offences, punishments, and procedure, be held to be "natives" and subjects of the Niger Territories.
2. Pending the making by the Company of a Code of Offences, all such acts by men of the Force shall be deemed offences against military law as are analogous to those so deemed in clauses 4 to 40, both inclusive, of the Act of Parliament of Great Britain and Ireland [44 & 45 Vict., c. 58], commonly known as "The Army Act, 1881."
3. Pending the making by the Company of a Code of Procedure, the Commandant

may follow such procedure as he may deem expedient, reporting thereon to the Company as provided in this Regulation.

4. Pending the making by the Company of a Code of Punishments, the Commandant may inflict on the men of the Force, whom he shall have convicted of an offence against military law, such punishment as he may deem expedient, reporting thereon to the Company; provided always:—

(a.) No sentence of death, nor of corporal punishment beyond thirty lashes, nor of a fine exceeding 10s. (excepting for repayment of material damages to the Company's property), shall be carried out without the written approval of the Company.

(b.) No man shall remain under sentence in prison for a longer period than eighty-four days without the written approval of the Company; and if an offender shall be sentenced to a longer term, and if the said approval shall not have arrived at the end of the said eighty-four days, the said offender shall, pending the decision of the Company, be detained in custody, but not otherwise treated as a prisoner, for the remainder of his sentence, or until such decision shall previously arrive.

(c.) To insure that sentences shall be the result of deliberate judgment, no sentence of corporal punishment nor of imprisonment for more than seven days shall, except in cases of emergency or during actual military operations, be pronounced until twenty-four hours after the conviction of the offender.

5. The Commandant may remit all or any portion of any sentence, reporting the same to the Company.

(N.)—*Relations of the Force with Civil Authorities and Population.*

1. Members of the Force shall not be exempt from the civil law, but officers shall hand over offenders against the civil law to the Judicial authorities for trial in the Civil Courts if required to do so.

2. In the event of no such demand being made, offenders against the civil law may be tried by the Commandant, and convicted and punished as for an offence against military law.

3. In the event of a subsequent trial of any such offender by the Civil Courts the Judicial authority shall, in the sentence, take into consideration any punishment such offender may have undergone under military law.

4. Members of the Force may be summoned as witnesses in the Civil Courts by the written authority of the Supreme Judicial Officer or his substitute, and may have oaths or affirmations administered to them as the case may require, and any person failing to attend, or failing to conform to the Rules of the Civil Court, shall be liable to the same penalty as if not a member of the Force.

5. The Commandant may summon as witness for the trial of any member of the Force for an offence against military law any person within the jurisdiction of the Company, though not belonging to the Force, and may administer an oath or affirmation to such person as the case may require, and should any such person fail to attend, or should he, being in attendance as a witness, fail in respect to the Commandant, or refuse as a witness to comply with the reasonable requirements of the Commandant, the latter shall report the case to the Supreme Judicial Officer or his substitute, who shall hear the case and may inflict such penalty as he may think fit.

6. Any person (whether a member of the Force or not) giving false evidence shall be guilty of perjury, and shall be prosecuted and punished accordingly in the Civil Courts.

7. Every member of the Force shall give every assistance in his power to the Executive and Judicial authorities, and may lawfully arrest without a warrant any person found committing any offence, or who is reasonably suspected of having committed felony, and shall forthwith take him before the District Agent of the district.

8. Every Judicial and Executive officer and every person in the employ of the Company shall give every assistance to the Commandant and other officers of the Force, and, in the event of any great emergency, the District Agent of any district in which the Commandant may be at the time shall, if the Commandant shall so demand, place himself, his district police (including all servants of the Company), and all the material power of the Company within his district at the disposal of the Commandant to meet such great emergency; and the Commandant shall then exercise over such district police the powers of a Commander in the field; and such district police shall, during the time of such emergency, be amenable to military law in the same way and to the same extent as members of the Force, and shall be equally governed by the provisions laid down in this

Regulation and in any Sub-Regulation that the Commandant may from time to time make conformably therewith.

9. As great caution has to be shown in the observance of matters involving the prejudices or customs of the native tribes, and as the responsibility for the political relations with these native tribes rests with the Senior Executive Officer, the Commandant shall carefully observe all the recommendations of the Senior Executive Officer in respect of the relations of his men with the natives, and especially with their women.

10. Any person not being a member of the Force who in the Niger Territories or elsewhere—

(a.) Procures or persuades any member of the Force to desert, or attempts to procure or persuade any member of the Force to desert; or

(b.) Knowing that a member of the Force is about to desert, aids or assists him in deserting; or

(c.) Knowing any member of the Force to be a deserter, conceals such member of the Force, or aids or assists him in concealing himself, or aids and assists in his rescue,

shall be liable, on conviction in a Civil Court, to be imprisoned, with or without hard labour, for a term not exceeding six months, or to be fined a sum not exceeding 50*l.*

11. Every person who—

(a.) Buys, exchanges, takes in pawn, detains, or receives from a member of the Force, or any person acting on his behalf, on any pretence whatsoever; or

(b.) Solicits or entices any member of the Force to sell, exchange, pawn, or give away; or

(c.) Assists or acts for a member of the Force, selling, exchanging, pawning, or making away with

any of the property following, namely: any arms, ammunition, equipments, instruments, regimental necessaries, or clothing, or any military decorations of an officer or member of the Force, or any furniture, bedding, blankets, sheets, utensils, and stores in regimental charge, or any provisions or forage issued for the use of an officer or member of the Force or his horse, or of any horse employed in the service of the Force, shall, unless he proves either that he acted in ignorance of the same being such property as aforesaid, or of the person with whom he dealt being or acting for a member of the Force, or that the same was sold by order of a Senior Executive Officer or an officer of the Force, be liable, on conviction in a Civil Court, in the case of the first offence, to a fine not exceeding 20*l.*, together with treble the value of any property of which such offender has become possessed by means of his offence; and in the case of a second offence to a fine not exceeding 50*l.*, together with treble the value of any property of which such offender has become possessed by means of his offence, or to imprisonment, with or without hard labour, for a term not exceeding six months.

12. Any person, not being a member of the Force, who assaults, or resists, or aids, or incites any other person to assault or resist any member of the Force in the execution of his duty, shall be liable, on conviction in a Civil Court, to be imprisoned, with or without hard labour, for a term not exceeding three months, or to be fined a sum not exceeding 20*l.*

13. Any person who directly or indirectly incites or aids any other person to incite any member of the Force to mutiny, shall be liable, on conviction in a Civil Court, to be imprisoned, with or without hard labour, for a term not exceeding six months, or to be fined a sum not exceeding 100*l.*

14. The Commandant shall specially and immediately report to the Company in full detail any matters arising out of the foregoing provisions for the relations of the Force with the Civil authorities and the inhabitants of the Niger Territories.

(O.)—General Provisions.

1. The Commandant may from time to time make all such Sub-Regulations whatsoever as he shall deem desirable, and as shall be consistent with the provisions of this Regulation and of any other then subsisting Regulation of the Company, for the maintenance of discipline, for the interior economy of the Force (including hours for sounding posts, guards, sentries, drills, artillery and musketry instruction, and other duties in and out of garrison), and for any other matters of detail relating to the Force. He shall as early as convenient, and from time to time, send copies of all such Sub-Regulations to the Company for its approval or alteration or repeal, but in the interval such Sub-Regulations, so far as not inconsistent with the provisions of this

Regulation, or of any other then subsisting Regulation of the Company, shall have the same force as if made by the Company.

2. This Regulation shall be construed in the widest sense consistent with the words thereof so as to leave the greatest latitude of procedure to the Commandant, and to all persons acting legally on his behalf, as also to the Civil Courts of the Niger Territories, whether those of the District Agents or of the Supreme Judicial Officer, or his substitute; and no decision or sentence under this Regulation shall be held to be invalid on any technical objection as to the mode of procedure followed, or as to the literal construction of this Regulation.

Given under the seal of the Company this 31st day of August, 1886.

(Signed)

CHARLES W. MILLS,

JOHN EDGAR,

G. D. GOLDIE-TAUBMAN,

} Members of
the Council.

(Seal of the Company.)

No. 13.

Sir J. Pauncefote to Mr. Calcraft.

Sir,

Foreign Office, November 25, 1886.

I AM directed by the Earl of Iddesleigh to transmit a letter from the Royal Niger Company,* inclosing papers publishing the Tariff and Licence Regulations which they propose to adopt in the districts administered by them under their Charter. His Lordship would be glad to receive any observations which the Board may have to make from a commercial point of view upon these papers.

I inclose copies of the Charter,† of the Act of Berlin, and of an Agreement between Great Britain and Germany,‡ by the terms of which differential treatment of German subjects is precluded. Chapter 5 of the Act of Berlin contains clauses defining the international obligations of Great Britain as regards freedom of navigation of the Niger. Paragraph 14 of the Charter lays down the conditions under which the Company can levy duties.

I inclose also a paper containing some notes on the Tariff and licences made by Mr. Kennedy, the Head of the Commercial Department.

Lord Iddesleigh would be glad to receive an early answer, containing any criticisms which may occur to the Board.

I am to request the return of the inclosures.

I am, &c.

(Signed)

JULIAN PAUNCEFOTE.

Annex.

ROYAL NIGER COMPANY.

Proposed Regulations for the Levying of Customs and Licence Duties in the Niger Territories.

Of the various guarantees embodied in the General Act of the Berlin Conference of the 26th February, 1885, the two most likely to be encroached upon by Regulations of this kind would appear to be—

1. The guarantee of freedom of navigation of the Niger.
2. The guarantee that no differential treatment between nations should be permitted within the Niger (amongst other) Protectorates.

And I have accordingly, in comparing these Regulations with the provisions of the General Act of Berlin, and of the arrangement between England and Germany relative to their respective spheres of action in the Gulf of Guinea, particularly considered these two points:—

1. The provisions with regard to the navigation of the Niger are contained in Chapter 5, Articles XXVI-XXXIII of the General Act.

These provisions are the same in their general scope as those with regard to the navigation of the Congo in Articles XIII and XIV of the General Act, and it is

* No. 10.

† No. 3 A.

‡ Parliamentary Papers, "Africa No. 6 (1885)," and "Nos. 3 and 4 (1886)."

provided in the case of both rivers equally that "there shall only be collected taxes or duties which shall be an equivalent for services rendered to navigation itself."

In the case of the Niger those taxes or duties are not specifically enumerated, but in the case of the Congo the Article (XIV) goes on to set out what charges may be included in the definition of taxes or duties which are an equivalent for services rendered to navigation itself.

I think it is reasonable and fair that any taxes or duties leviable in the like circumstances upon the Niger should be only of the same nature as those specified in the Act in the case of the Congo, viz., harbour dues, pilot dues, and lighthouse dues, &c.

In the case of the Congo Basin it is provided in the General Act that "wares of whatever origin imported into these regions under whatsoever flag, shall be subject to no other taxes than such as may be levied as fair compensation for expenditure in the interests of trade, and which for this reason must be equally borne by the subjects themselves and by foreigners of all nationalities."

And further that—

"Merchandise imported into these regions shall remain free from import and transit dues."

In the case of the Niger no analogous stipulations exist in the General Act, and I think it is clear that unless these proposed import customs duties violate the provisions of Articles XXVI-XXXIII, there is nothing else contained in the General Act which will prevent their being levied.

The cases of the Congo Basin and the Niger territories stand on entirely different bases, and it would be impossible to argue generally that the same principles in all matters of taxation were to be applied to each simply because the two rivers which flow through them (and these two rivers only) form the subject of international stipulations in the General Act.

It was suggested by Sir Percy Anderson to me that a comparison of the case of the Niger with that of the Lower Danube might throw some light upon the matter, and I have gone into this question as well as I was able. It is clear that the declarations as to the freedom of navigation of both the Congo and the Niger are based upon the similar ones as to the Lower Danube, which are to be found in the Treaty of Paris of 1856, in Articles XV and XVI of that Treaty, but I have not been able to find anything in the various documents relating to the Danube which are collected in "Hertslet's Commercial Treaties" which bears even remotely upon the question of the customs duties which may be leviable at the mouth of the Danube or elsewhere along its coast.

It might, perhaps, be worth while to obtain some information on this head before finally approving of the draft Regulations now proposed by the National African Company.

By clause 14 of the Royal Charter of the 13th July, 1886, it is declared that trade with the Company's territories under British protection shall be free, and "subject only to customs duties and charges as thereby authorized, and to restrictions on importation similar in character to those applicable in our United Kingdom."

I cannot, however, find that any customs duties or charges have been further specified in the Charter, and it is therefore somewhat difficult to form any clear idea as to what charges and customs duties were meant. Presumably, however, whatever they are they must be of a similar character to those applicable in the United Kingdom.

Whether the duties now proposed are of this character or not is a question for an expert on such matters, but I imagine there is nothing very unusual about them, except, perhaps, the provisions prohibiting "touching," which are alluded to by Mr. Kennedy.

2. I do not see anything in the draft Regulations which can be said to afford a differential treatment to the subjects of one nation from those of others, except the Regulation (A) as to retail trade licences.

A restrictive Regulation which applies exclusively to foreigners gives a differential advantage to those who are not foreigners, and who are therefore not obliged to obtain retail trade licences. I think the wording of this Regulation will have to be altered. Its anomaly is the more remarkable since it is immediately followed by Regulation (B) as to retail and wholesale spirit licences, which are made compulsory to the exercise of the spirit trade by both natives and foreigners alike.

The last clause of Regulation (B) gives to such foreigners or foreign Company an advantage which it denies to a native or native Company. It is just as likely that a native Company should have two establishments within the Niger territories as it is that a foreign Company should.

I agree with Mr. Kennedy that a Company which has fifteen establishments for (say) the sale of gin may not unreasonably be expected to contribute more largely to the revenue than the possessor of only one. But the Regulation as it stands can hardly be said to apply differential treatment between nations, although it does so between individuals to some extent. I think, however, with him, that it is not an advisable Regulation.

W. E. D.

November 9, 1886.

Minute.

I beg to make the following remarks on the Regulations:—

(B.)—The prohibition to "touch" seems to me too absolute; it may cause inconvenience or hardship. The case of river boats is different from that of sea-going vessels in (A).

(D.)—I do not know the local circumstances, but am inclined to think that the remarks above on (B) apply here also.

(F.) (last line).—I think 2 per cent. is too small a margin. The Custom-house authorities might well do business on their own account on these terms. I should say 5 per cent. at the lowest; but I have no knowledge of West African trade, and whether it should not be higher than 5 per cent. Freight, &c., should also be repaid.

(H.)—Penalties; are they in direct conformity with English law and practice? I do not know.

Licences:

Is it in order to lay them on foreigners only?

(A.)—I do not know the circumstances, but it seems hard to make no difference in charges between a trader at one place only, and those who have several establishments.

C. M. K.

No. 14.

Mr. Macgregor to Sir J. Pouncefote.—(Received November 30.)

(Confidential.)

Sir,

Admiralty, November 29, 1886.

I AM commanded by my Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, the decypher of telegrams, dated the 25th and 27th instant, from the Captain of Her Majesty's ship "Royalist;" and I am to acquaint you that, in accordance with verbal directions received at your Department, the reply inclosed has this afternoon been dispatched to the British naval officer in the Brass River.

I am, &c.
(Signed) EVAN MACGREGOR.

Inclosure 1 in No. 14.

Captain Hand to Mr. Macgregor.

(Telegraphic.)

"Royalist," at Bonny, November 25, 1886, 11:15 A.M.

NIGER River waiting report of factory Patani Wari branch, 70 miles up the river, sacked; clerks killed; assistance required.

River falls too low for man-of-war to ascend. Shall send force in river steamer as guard, and wait instructions.

Telegraph to Commander-in-chief, and reply to Brass River.

Inclosure 2 in No. 14.

Captain Hand to Mr. Macgregor.

(Telegraphic.)

"Royalist," at Bonny, November 27, 1886.

MAKE demonstration up the river 29th.

Inclosure 3 in No. 14.

Mr. Macgregor to the British Naval Officer, Brass River.

(Telegraphic.)

Admiralty, November 29, 1886, 4 P.M.

ACT according to the best of your judgment.

No. 15.

The Royal Niger Company to the Earl of Iddesleigh.—(Received December 1.)

My Lord,

34 to 40, Ludgate Hill, London, November 29, 1886.

ALTHOUGH the Council do not desire to trouble your Lordship with the thousand minor details of their administration of the Niger Territories, they feel that the step they have taken in prohibiting the import of cannon, rifles, &c., into the territories is of such importance as to render it their duty to notify the fact to Her Majesty's Government.

I have the honour, therefore, to inclose herewith—

1. A copy of the certified Regulation, as transmitted to the Territories.
2. A copy of the letter of the 26th instant to the Agent-General, instructing him to carry out the Regulation without delay.
3. A copy of a "Public Notice" (200 copies sent to him) for him to have posted in accordance with these instructions.

These documents speak for themselves, but I would venture to ask your Lordship to excuse the shortcomings of document No. 2 in respect of style. The enormous correspondence that passes weekly between the Council and their staff in the Territories does not permit of deliberate composition, and the Council have, in the onerous work of ruling (and developing the resources of) Central Africa, to content themselves with making their meaning clear to their numerous agents without losing time in choosing phrases or balancing arguments.

It may well happen that (writing to those who they know are familiar with the Territories) they may consider a few words sufficient to convey a meaning which might require development to be intelligible to persons not conversant with the local conditions; and, on the other hand, they may have to dilate on general principles which would appear mere truisms to those experienced in legislation and administration in Europe.

Notwithstanding all these drawbacks, the Council have thought it better to submit to your Lordship the exact instructions they have sent out, and which have been conceived in the sole interests of peace and security.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Deputy-Governor.*

Inclosure 1 in No. 15.

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED).

I HEREBY certify that the following Regulation has been duly made this 23rd day of November, 1886:—

Regulation No. XVII, 1886.

(A.)—*Prohibition of Artillery, Rifles, and Ammunition, &c.*

The Agent-General, or other Senior Executive Officer, in the Niger Territories, may from time to time, as he may see fit, prohibit by public notice the import into the Niger Territories, or into any such districts of the Niger Territories as he may think fit, of any cannon, machine guns, rockets, or other artillery, or of ammunition or stores for such artillery, or of rifles, carbines, and revolvers, or of cartridges for any of these. He may from time to time, as he sees fit, remove all or part of any such prohibition that he or any predecessor may have made.

(B.)—*Penalties.*

1. Each and every person contravening, or assisting others to contravene, this Regulation shall be liable for a first offence to a penalty not exceeding 500*l.*, and

for each subsequent offence to a similar penalty, together with imprisonment for a term not exceeding six months.

2. Any vessel, boat, canoe, or other craft that shall be employed in contravention of this Regulation, or in assisting other persons to contravene this Regulation, shall be liable to seizure and forfeiture.

3. Any article or articles imported, or attempted to be imported, in contravention of this Regulation shall be seized and forfeited.

(C.)—*Sub-Regulations.*

The Executive authorities of the Company in the Niger Territories shall make from time to time such Sub-Regulations as they may think desirable for carrying out this Regulation, and all such Sub-Regulations shall be publicly notified at Akassa, and at such other ports of entry and export as they may concern, and they shall have the same validity as Regulations made by the Company, and each and every person contravening, or aiding in contravening, any of these Sub-Regulations, shall for each offence be liable to a penalty not exceeding 50l.

(D.)—*Servants of the Company.*

Any servant of the Company who shall, without the written authority of the Agent-General or Acting Senior Executive Officer of the Company, sell or give any of the above articles to any native in a district proclaimed under this Regulation, shall be deemed to have acted in contravention of this Regulation, and shall be liable to the above penalties.

(E.)—*General Provisions.*

This Regulation shall come into force this 23rd day of November, 1886, and may be cited as the Niger Arms (1886) Regulation, or numerically as No. XVII, 1886.

Certified:

(Signed) G. D. GOLDIE-TAUBMAN, *Deputy-Governor.*

London, November 23, 1886.

Inclosure 2 in No. 15.

The Royal Niger Company to the Agent-General or the Senior Executive Officer, Niger Territories.

Sir,

34 to 40, Ludgate Hill, London, November 26, 1886.

I SEND herewith copies of Regulation XVII, 1886, enabling the principal Executive Officer to prohibit the import into the Territories of cannon, rifles, cartridges, &c.

The Council have been compelled to take this course by your report of the number of rifles which were employed by the pirates of Beaufort Island. Doubtless, a number of these (being Chassepôts) were, with extraordinary want of prudence and foresight, sold or given to the native Chiefs by one or both of the French Companies before their retiring from the Territories.

The Snider rifles probably have been imported by the Brass people, who may justly be termed the plague of the Territories. The Council have reason to fear that these Brass people will now endeavour to import rifles and other munitions of war largely into the Niger Territories, and it has become imperative to take immediate steps to stop any such disastrous process being carried on. The Council therefore recommend you, though they necessarily leave you a discretion on this point, to issue forthwith the inclosed public notices, each of which must, of course, be dated and signed by the Agent-General or Senior Executive Officer issuing it.

Incidentally, I must remark that the heading "Public Notice" is used because the word "Proclamation" must be reserved for notices issued direct by the sovereign authority, the Council, such, for instance, as was the Proclamation of the 2nd July, 1886.

A copy of this public notice must be posted in a prominent place at each of the ports of entry and export (two or three copies at Akassa), a copy sent to each of the European traders in Brass, and a certain number of copies reserved carefully at Akassa for later distribution.

You will remark in the public notice that any servant of the Company selling to any native in the Niger Territories any of the prohibited articles, or giving any away, without the written authority of the Agent-General or Acting Senior Executive Officer

(a copy of which must be forthwith forwarded to the Council), will be liable to the same penalties to which other persons are liable, and that these penalties will be strictly enforced. There must be absolute equality of treatment for all persons trading in the Territories, and although it is conceivable that in some extreme case it might be a matter of public policy for the Administration of the Territories to present some of the prohibited articles to a native Prince, it is of the highest importance that such action should only be taken under the written orders of the superior Executive authorities, and that the Council should be at once informed of such an exceptional occurrence.

The Council, nevertheless, trust sincerely that it may never be found necessary to present native Princes or Chiefs with weapons which may be some day turned against Europeans, no matter how friendly such Princes may appear to be or may actually be at the time. In Central Africa more than elsewhere the maxim holds good, "Treat your friends as if they may one day be your enemies, and your enemies as if they may one day be your friends." It may appear very tempting to supply a friendly and comparatively civilized Chief with twenty or thirty rifles to enable him to repel or to put down piratical tribes, dangerous to order, but such a policy would really be most shortsighted, and would ultimately recoil on the heads of the Company and of all other Europeans residing in the Territories. Against such a policy the Council must here formally and finally lay down their veto, although they have no reason to doubt that your views on this subject are in exact accordance with their own.

You will note that the wording of the Regulation and of the public notice has been most carefully drawn to exclude ordinary trade guns (which are probably more dangerous to those firing them than to those at whom they are firing) and trade powder. To attempt to include these in the prohibition would, in view of the trade having existed ever since the Niger was opened up a quarter of a century ago, only give rise to a system of smuggling, which would speedily spread to other articles of import and export, and which could not, with the present limited administrative expenditure, be prevented. One of the leading principles of legislation is to endeavour to lead public opinion and to legislate a little, but not too far ahead of it. It would be worse than useless, especially with the slender means at the disposal of the Company, to attempt to run headlong against long acquired habits. Later on, when the authority of the Company has become consecrated by time, when the development of the Territories permits a more adequate revenue being raised, and when progressive legislation shall have, step by step, prepared the native mind for the desired change, vigorous measures may probably be safely taken against the import of any sort of arms or ammunition. Meanwhile, the Council have directed their attention solely to cannon, rockets, and other artillery, and to rifles, revolvers, and cartridges for these.

The objection at once arises, that in the hands of the natives a good smooth-bore sporting gun, with a bullet, will be nearly as dangerous as a rifle, the only important difference being in their ranges. But the Council are unable, at any rate as yet, to draw any clear line between a good sporting gun and the 7s. Birmingham gun of commerce.

It was for this reason that in their Tariff of customs duties they did not, as some Colonies have done, put a specific duty on guns, powder, and other war material, but an *ad valorem* of 100 per cent., which would, to a great extent, place useful, and therefore expensive, war material beyond the reach of the natives.

You will note that in regard to the spirituous liquors the Council followed the exactly opposite principle, putting a specific duty thereon instead of an *ad valorem* duty. The principle involved is clear. If the natives must have guns and powder, it is better that the quality of these should be bad rather than good. If the natives must have spirituous liquors, it is better that the quality of these should be good rather than bad.

I trust that you will not lose a single day in carrying out the instructions of the Council, but issue the public notices and instruct the District Agents without delay.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, Deputy-Governor.

Inclosure 3 in No. 15.

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED).

Public Notice.

UNDER the authority of a Regulation duly made on the 23rd November, 1886, I hereby give notice—

1. That the import into the Niger Territories of cannon, machine guns, rockets, or other artillery, or of ammunition or stores for such artillery, or of rifles, carbines, and revolvers, or of cartridges for any of these, is, until further notice, strictly prohibited.

2. Each and every person contravening or assisting others to contravene this Regulation will be liable for a first offence to a penalty not exceeding 500*l.*, and for each subsequent offence to a similar penalty, together with imprisonment for a term not exceeding six months.

3. Any vessel, boat, canoe, or other craft that shall be employed in contravention of this Regulation, or in assisting others to contravene this Regulation, will be seized and forfeited.

4. Any article or articles imported or attempted to be imported in contravention of this Regulation will be seized and forfeited.

5. Any servant of the Company selling or giving to any native in the Niger Territories any of the above prohibited articles, unless under the express written authority of the Agent-General or Acting Senior Executive Officer, will be considered as contravening this Regulation.

Given under my hand at Akassa, this day of , 188 .

No. 16.

Mr. Giffen to Sir Villiers Lister.—(Received December 3.)

Sir,

Board of Trade, December 3, 1886.

I AM directed by the Board of Trade to acknowledge the receipt of your letter of the 25th ultimo, transmitting, by direction of the Earl of Iddesleigh, a letter from the Royal Niger Company (with its inclosures) respecting the Tariff and Licence Regulations which that Company propose to adopt in the territories administered by them under their Charter.

In reply, I am to request that you will inform his Lordship that the Board have considered these proposed Regulations from a commercial point of view in connection with the Company's Charter and the General Act of the Conference of Berlin, copies of which accompanied your letter, and they would desire to draw his Lordship's attention to certain points which appear to them to require some explanation or reconsideration on the part of the Company. These points are as follows: first, in regard to the Regulations affecting customs duties—

(A.) Under this Regulation vessels are to be compelled to enter and clear at the port of Akassa before proceeding to any other port on the banks of the River Niger. This port is situated at the mouth of the principal branch of the river, and it is possible that little or no inconvenience may be caused to vessels by being compelled to call there. The Board are, however, of opinion that some further explanation of the Regulation is required, as it may in effect be contrary to the stipulations of Article XXVII of the Act of Berlin, which forbids compulsory entry into port.

(C.) This Regulation directs the levying of the import duties specified in the Schedule (B) appended thereto. The duties in the Schedule appear to the Board to be of a moderate character, but it is accompanied by the following Regulation:—

(D.) That vessels proceeding up the Niger as far as or beyond Lokoja are again to enter or clear at that port, where further import duties are to be levied. This provision for a double set of so-called import duties appears to the Board of Trade to be somewhat peculiar, and may have the effect of being in the nature of, or an equivalent for, transit dues, which are expressly forbidden by the Act of Berlin.

(F.) The provision in this Regulation that the Customs authorities shall have power to take over imported goods in certain cases upon payment to the importer of the invoiced prices, with an addition of 2 per cent. thereto, appears to the Board to be objectionable. The addition should be about 5 per cent., and if freight has not been included in the invoice value, the addition should, of course, be even larger.

(H.) This Regulation, which prescribes penalties amounting to 500*l.*, or five times the revenue loss in cases of false declaration, &c., also appears to the Board to require reconsideration, the penalty in such cases in this country being generally about 100*l.* only. The Board observe that forfeiture of vessels for contravention of any of the Regulations is also rather too heavy a penalty.

In regard to the Regulations affecting licences, the Board note that foreigners are to take out annual trading licences at a cost of 100*l.*, and this proposal for a differential tax upon foreign traders seems also to call for some explanation.

The further point, as to the payment of one licence duty covering any number of branches of a particular establishment, also seems opposed to the principle of equal treatment.

Under these circumstances, I am to state that the Board are of opinion that the Regulations, as they stand, seem to be objectionable both from a commercial point of view and also as being contrary to both the spirit and the letter of the Berlin Act; and they would suggest, for his Lordship's consideration, that some explanation or amendment of the Regulations in regard to the above points should be asked for.

I am to add that it is, of course, possible that the compulsory entry of vessels at Akassa may be necessary for administrative purposes, and the further entry at Lokoja also, but, if so, the fact does not appear either in the letter from the Vice-President of the Company transmitting the Regulations or in the Regulations themselves.

The inclosures in your letter are returned herewith, in accordance with your request.

I have, &c.
(Signed) R. GIFFEN.

No. 17.

The Royal Niger Company to Sir P. Anderson.—(Received December 17.)

(Private.)

Dear Sir Percy Anderson,

75, Onslow Square, S.W., December 16, 1886.

LAST Monday I promised Sir Julian to send in Sir Travers' "opinion." Out of the chaos (consequent on moving the Company's offices) I have now managed to rescue this document, which I send you, asking you to bear in mind the following points:—

1. I only quoted this written "opinion" when insisting on the distinction between Regulations for trade (based on our rights on the *terra firma*) and those relating to transit on the waters (navigation), with which the Company has no concern. I mention this, because you might otherwise think that Sir Travers' opinions were confined only to those put in writing, and which were so put because I had in writing asked him for replies to three definite questions. Sir Travers' *vidé voce* and complimentary opinions on the Regulations in general were given in the presence of the Company's solicitor (who, as a matter of etiquette, attended the Conference, though he had, of course, had nothing to do with drawing the Regulations), and they, as I told Sir Julian and yourself, extended over a wider area than these specific questions, and indeed dealt with the whole spirit and letter of the Regulations.

2. These three questions were selected by me as going to the very root of any difficulty that might be raised. If I proved right in these extreme cases, then, *à fortiori*, I was right in the lesser details, which are palpably included in these greater principles.

3. There is no objection to Sir Travers' "opinion" being privately circulated among such State officials as may wish to see it; but I do not know that I am authorized, or that etiquette would permit me, to treat the document as public or official. If you desire me to do so I will ask Sir Travers' permission.

4. Will you kindly let me have the document back. I have no reserve copy.

Yours, &c.
(Signed) G. D. GOLDIE-TAUBMAN.

Inclosure in No. 17.

NATIONAL AFRICAN COMPANY (LIMITED),
intended to be called in future,

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED).

HEREWITH accompany:—

1. Memorandum and Articles of Association and Special Resolutions.
2. Copy of Charter.
3. Form of Cession of Territory from Native Rulers held by the Company.
4. Copy of General Act of Conference of Berlin relating to the Niger.
5. Copy Correspondence between Her Majesty's Secretary of State for Foreign Affairs and the German Ambassador.

6. Copy of Laws and Regulations already adopted by the Company for the settlement of the Niger Territories.

As will be noted from the Charter, the Company hold large cessions of territory. These comprise the whole of the lands on both banks of the Niger, and continue for a distance of many miles into the interior from the mouth.

It will be observed from the specimen form of Cession of Territory sent herewith, that these cede "the whole of the Territory to the Company and their administrators for ever," and carry, as the Company are advised, all [sovereign and] governmental rights, and by the Charter (Article 1), the Company is authorized to hold and retain the full benefit of the cessions, and all rights and powers, for purposes of Government preservation of public order, protection of the Territories, and otherwise of what nature or kind soever, under or by virtue thereof, or resulting therefrom, and to exercise the same for the purposes of the Company, and on the terms of the Charter.

By Article 14, any monopoly of trade is prohibited, and subject to customs duties and charges, as thereby authorized, and certain restrictions on importations, trade with the Company's Territories shall be free, and there shall be no differential treatment of the subjects of any Power as to settlement or access to markets, but foreigners alike with British subjects will be subject to administrative dispositions in the interest of commerce and of order.

Customs duties and charges are to be levied solely to defray the necessary expenses of government, including the administration of justice, maintenance of order, and performance of Treaty obligations, the Company being bound to furnish to the Secretary of State accounts and particulars of duties so levied.

(Article 16.) In any matters relating to the observance of the General Act of Berlin of the 26th February, 1885, or other Treaty, or to the exercise by the Crown of jurisdiction under the Foreign Jurisdiction Acts, the Company shall conform to the directions of the Secretary of State, and at their own expense appoint such officers, and provide such Courts and other requisites for the administration of justice as the Secretary of State shall direct.

Counsel is requested to advise the Board of the Company:—

1. Is the Company entitled, under the Charter or otherwise, to punish any infringement of its Laws and Regulations for the time being, either by fine, imprisonment, or otherwise, and if so how far, and in what way or how otherwise can they enforce the observance of such Laws and Regulations, and especially as regards subjects of foreign nations, as well as subjects of Great Britain?

2. In the exercise of such powers, assuming them to exist, is the Company bound, and if so how far, to follow any particular and what procedure, or to adopt any special prison system?

3. Will the Company be entitled, and if so to what extent, and how to exercise sovereign or governmental rights over the waters of the Niger, in order to enforce the observance or punish the infringement of the Customs and other Laws and Regulations which they may establish? Would they in such circumstances be entitled to capture and confiscate vessels in the river and their cargoes, if infringing such Laws, notwithstanding the free right of transit reserved by the General Act of the Berlin Conference?

4. Generally, what course do you advise the Company to adopt as to the establishment of Laws and their enforcement and the administration of justice generally, as well in the Territories of the Company as on the waters of the river?

Opinion.

1. It is evidently contemplated by the provisions of Her Majesty's Charter that the Company should make administrative dispositions in the interest of commerce and order, to which British subjects equally with the subjects of foreign Powers will be subject (Article 14); also that it should exercise the rights of dominion which it has acquired by Treaties with the native Chiefs for the purposes of government, the preservation of public order, and the protection of the Territories ceded to it (Article 1). Upon a careful consideration of these and other provisions of Her Majesty's Charter, I am of opinion that Her Majesty's Government has recognized the title of the Company in virtue of the said Treaties to exercise coercive jurisdiction over British subjects, equally as over the subjects of foreign Powers within the Territories ceded to it under the said Treaties, and that the Company may make reasonable Laws and Regulations to be observed within the said Territories, and that it will be entitled to punish any infringement of such Laws and Regulations, as it would be idle for it to

make Laws for the purposes of government and the maintenance of order, if it should not be entitled to punish the infringement of them. On the other hand, the provisions of the Charter (Article 3), "that the Company shall always be and remain British in character and domicile," brings the Company within the scope of the general principle applicable to British Trading Companies, which have acquired cessions of Territory in newly-discovered countries outside of Europe, namely, that they carry with them the common law of England as far at least as it is applicable to their condition, and to the particular circumstances of the country and its inhabitants. Accordingly, inasmuch as fines and imprisonment of body are modes of punishment sanctioned by the common law of England, I am of opinion that the Company may consistently with its Charter adopt such modes of punishment for the infringement of its Laws and Regulations.

2. With regard to the procedure to be followed in the administration of justice the Company is at liberty, in my opinion, to regulate the procedure of its Tribunals in such manner as it may deem fit and necessary. The same observations will apply to any prison system which the Company may decide to adopt, so long indeed as such procedure and such prison system are not repugnant to the law of England.

3. I am of opinion that the Company is entitled to exercise governmental powers over the waters of the Niger wherever such waters flow between banks, both of which are under the dominion of the Company, in order to enforce the observance or to punish the infringement of the Laws and Regulations of trade which it shall have established. I am of opinion also that the Company will be entitled to seize all vessels attempting to infringe its Laws and Regulations of trade, and under aggravated circumstances to confiscate them. With regard to cargo attempted to be loaded or discharged in contravention of its Regulations of trade, the Company will be entitled to seize and confiscate it, but cargo may be under circumstances entitled to a certain equity, and I think that the distinction made in the Regulation of July 1886, No. 8, under the head of "Penalties," is wise and proper in principle.

4. I think it is advisable for the Company that it should, in the first place, direct its attention to the establishment of Laws to regulate the navigation of the river and the police of its riverain ports, and inasmuch as Great Britain has undertaken, under the General Act of the Conference of Berlin (26th February, 1885), to apply the principles of freedom of navigation to so much of the waters of the Niger and its affluents as may be under her protection, and to establish Rules for the safety and control of that navigation calculated to facilitate, as far as possible, the circulation of merchant-ships, I think that the Company may properly intimate to Her Majesty's Secretary of State a willingness on its part to prepare certain Rules of navigation founded on its knowledge of the river, and to submit them for the approval of Her Majesty's Government, to be modified or added to as Her Majesty's Government may deem fit. The Company will then be enabled to draw up with a more informed judgment Rules and Regulations for the police of those parts of the river, where both banks belong to the Company, and for the police of its ports. With regard to the enforcement of the Laws of the Company in such matters, I should advise the Company to commit the business of the police of the river to inspectors and sub-inspectors and the police of the ports to captains of the ports or harbour-masters, and it may be desirable that the Company's inspectors should be authorized under the Rules of navigation to control the navigation in accordance with those Rules, and further, that every vessel committing a breach of the Rules of navigation shall become subject to a lien for the payment of a fine, and should be liable to be arrested by the police of the river to meet the payment of such fine, as in the case of vessels infringing the International Rules for the free navigation of the Danube, under the Treaty of London of the 10th March, 1883.

(Signed) TRAVERS TWISS.

The Temple, August 25, 1886.

No. 18.

The Royal Niger Company to Sir J. Pouncefote.—(Received December 21.)

Sir, *The Outer Temple, 222 to 225, Strand, London, December 20, 1886.*

WITH reference to the question raised in previous correspondence, and more especially in my letter to Lord Iddesleigh of the 18th August last, I now have the honour,

Index No.	Name of Treaty.	Date.
31	Timboh, Masoama Creek	October 28, 1885.
32	Ogollama, Wari Creek	December 27, 1884.
33	Apellibiri, " "	February 17, 1885.
34	Angiama (Wari), Wari Creek	December 27, 1884.
35	Obiodibiri, Wari Creek	" 27, "
36	Ogalay, " "	" 27, "
37	Great Ogalay, " "	June 15, 1886.
38	Olodiama, " "	" 15, "
39	Pakiama, " "	October 17, 1886.
40	Angalabiri, " "	December 27, 1884.
41	Sagbama, " "	" 29, "
42	Patani, " "	October 22, 1884.
43	Torofani, " "	" 21, "
44	Epedeh, " "	April 9, 1884.
45	Azebobi, " "	" 24, "
46	Opokuma	" 24, "
47	Kiama	" 23, "
48	Ofinama	" 24, "
49	Emblama	" 23, "
50	Odoni	" 15, "
51	Agberi	" 16, "
52	Akow	October 26, 1884.
53	Onia	" 21, "
54	Assay, Assay Creek	January 31, "
55	Eberedene, Assay Creek	December 10, 1884.
56	Evoroybor, " "	" 10, "
57	Akpeh, " "	" 10, "
58	Azagba, " "	" 9, "
59	Great Anyama, Assay Creek	" 9, "
60	Small Anyama, " "	" 9, "
61	Eberede, Assay Creek	" 9, "
62	Egbuku, " "	" 8, "
63	Ashakab, " "	" 6, "
64	Otagba, " "	July 29, 1885.
65	Affor, " "	December 5, 1884.
66	Obikwere, " "	January 5, 1885.
67	Samabri	February 23, 1885.
68	Ekperiwari	" 23, "
69	Utoke	" 23, "
70	Ofonibahan	" 23, "
71	Adiaway	" 23, "
72	Omoru	" 23, "
73	Igabo	" 21, "
74	Utu	" 22, "
75	Okaba	" 21, "
76	Abo	October 2, 1884.
77	N'doni, Orashi River	" 9, "
78	Okijah Itshicke, Orashi River	September 26, 1885.
79	Okijah Umudara, " "	" 27, "
80	Okaba Omokoo, " "	October 15, 1886.
81	Okaba Idu, " "	" 16, "
82	Obericom, " "	September 21, 1886.
83	Ibatsha, " "	August 16, 1885.
84	Obaroto, " "	" 16, "
85	Oguta, " "	March 23, "
86	Ogu Anotsha, " "	April 28, 1886.
87	Imputa, " "	March 28, 1885.
88	Abragada	" 31, "
89	Agwey	October 9, 1884.
90	Odugari	" 10, "
91	Isheque	" 10, "
92	Opai	" 27, "
93	Opai Obeze	March 29, 1885.
94	Ogu	October 11, 1884.
95	Akri Ugidi	" 11, "
96	Obiagwey	February 28, 1885.
97	Utshi	October 13, 1884.
98	Omotshi	March 4, 1885.
99	Munakor and Osomari	October 16, 1884.
100	Okomedu	March 4, 1885.
101	Ogbakuma	October 15, 1884.
102	Osutshi	November 17, 1884.
103	Abarra	" 11, "
104	Alenso	September 27, "
105	Akri	" 29, "
106	Atani	" 20, "
107	Osebite	" 25, "
108	Odekwe	" 24, "

Index No.	Name of Treaty.	Date.
109	Oko Anara	October 9, 1884.
110	Oko Amacom	" 10, "
111	Abutshi	February 24, 1885.
112	Ojormah	August 30, 1884.
113	Oko Onono	" 29, "
114	Onitsha	" 20, "
115	Mpoh, Anambara Creek	June 6, 1885.
116	Ntegi, ...	May 23, 1885.
117	Umogi, ...	June 4, 1885.
118	Nsube, ...	February 27, 1885.
119	Umoari, ...	" 27, "
120	Gloria Ibo, ...	April 12, 1885.
121	Atshara, ...	December 4, 1884.
122	Omeurum, ...	September 9, 1885.
123	Omou, ...	October 23, 1884.
124	Onugu, ...	March 27, 1885.
125	Igbaku, ...	October 23, 1884.
126	Effete, ...	March 26, 1885.
127	Iga, ...	October 31, 1884.
128	Ojo, ...	November 2, 1884.
129	Ogrugu, ...	" 1, "
130	Asaba	August 28, "
131	Anamobe	December 24, "
132	Aupanam	October 22, "
133	Huborn	" 25, "
134	Allah	December 20, "
135	Ode	" 23, "
136	Igbokeyen	March 3, 1885.
137	Egbador	" 6, "
138	Odeleque	December 22, 1885.
139	Eboo	" 22, 1884.
140	Illushi	February 28, 1885.
141	Obeallah	March 7, 1885.
142	Ugi	December 27, 1884.
143	Adagua	March 7, 1885.
144	Adarra (Adjarra)	" 7, "
145	Orea	February 27, 1885.
146	Effeku	" 25, "
147	Agegba	March 7, 1885.
148	Akuroe	" 10, "
149	Obojaga (Abojaga)	" 11, "
150	Aganneh	" 12, "
151	Inyehreh	August 20, 1885.
152	Jodama (Todama)	March 12, "
153	Ottah	" 13, "
154	Opakarrie	" 16, "
155	Egwey and Andaberie	" 17, "
156	Egorie	November 13, 1884.
157	Ejoda	March 26, 1885.
158	Igara	September 23, 1884.
159	Gandy	June 4, 1885.
160	Kateshi and Ojo	May 13, "
161	Ribohu	" 7, "
162	Bassa Ayelli	" 27, "
163	Near Robotu	" 21, "
164	Adigbo	" 16, "
165	Onimasha	" 7, "
166	Amaran (Amara)	" 5, "
167	Bawuru	" 5, "
168	Akpoko	April 30, "
169	Ataya and Utukupari	May 26, "
170	Zuwo	March 19, 1885.
171	Osepi	April 29, "
172	Ayelli	March 17, "
173	Akpama and Omoloku	" 18, "
174	Ojogo	" 18, "
175	Upper Ojogo	April 13, "
176	Inishi or Yanapura	" 16, "
177	Neawé	" 18, "
178	Amowa	March 16, "
179	Illah	April 18, "
180	Akpa	March 16, "
181	Bakurana	April 25, "
182	Abinsi	March 3, "
183	Agita	April 27, "
184	Chagaba	" 11, "
185	Igi	" 11, "
186	Byanga	" 18, "

Index No.	Name of Treaty.	Date.
187	Batsuror, River Katsena	May 30, 1885.
188	Bapnasa, ...	June 15, "
189	Jimetchu, ...	" 15, "
190	Mungova, ...	" 15, "
191	Palava, ...	" 15, "
192	Imghoro, ...	" 15, "
193	Mangornor, ...	" 14, "
194	Buruku, ...	" 14, "
195	Bajembor, ...	" 13, "
196	Ishara, ...	" 14, "
197	Tigga, ...	" 6, "
198	Ikurawa, ...	" 12, "
199	Sausagi, ...	" 12, "
200	Katsena Alla, ...	" 8, "
201	Okortundor, ...	" 11, "
202	Nuhar	April 11, "
203	Kanzu	" 10, "
204	Ashiku	" 10, "
205	Ayinshi (Anyishi)	" 9, "
206	Ahwey (Awai)	December 25, 1885.
207	Bazeni	April 10, 1885.
208	Achiagi	August 16, 1885.
209	Beriwoosoo	October 16, 1885.
210	Schapia	November 16, 1885.
211	Anyappa	April 14, 1885.
212	Mamondo	" 14, "
213	Ajineoo	" 15, "
214	Quanati	" 15, "
215	Boawi	" 16, "
216	Agesa (Agua)	" 17, "
217	Bagumar	" 17, "
218	Mavee	" 18, "
219	Addaw	" 27, "
220	Chosah	" 27, "
221	Condra	" 27, "
222	Maminquassa	" 27, "
223	Pampam	" 27, "
224	Qué	" 27, "
225	N'Yamchadda	" 28, "
226	Nufali	" 29, "
227	Okoro (? Mitshi)	" 9, "
228	Jacken	August 12, 1885.
229	Chomul	July 18, "
230	Opal	August 14, "
231	Jangan	July 19, "
232	Numan	" 19, "
233	Boulah	October 3, 1886.
234	Brahmio	" 3, "
235	Yungwali	" 3, "
236	Gaddu	June 13, 1885.
237	Sokoto	" 13, "

(Signed) G. D. GOLDIE-TAUBMAN.

December 20, 1886.

Inclosure 2 in No. 18.

Treaty between the National African Company and the King and Chiefs of Kolama.

WE, the King and Chiefs of Kolama, fully recognize the benefit accorded to our country and people by their intercourse with the National African Company (Limited), and in recognition of this we now cede the whole of our territory to the National African Company (Limited) and their administrators for ever. In consideration of this the National African Company (Limited) will not interfere with any of the native laws, and also not encroach on any private property unless the value is agreed upon by the owner and the said Company.

The National African Company (Limited) will reserve to themselves the right of excluding foreign settlers.

Any palaver that may exist with any other tribe at any time, or in the event of any

dispute arising between the natives of Kolama and territory, shall at once be referred to the National African Company (Limited), or their Representative at the time.

We, the King and Chiefs of Kolama and district, do hereby agree to afford assistance at any time for the protection of the said Company's property and people.

In approval of the foregoing Agreement, we herewith affix our names.

(pp. The National African Company, Limited),
(Signed)

DAVID McINTOSH.
King MANGHI, his $\times$ mark.
Chief OBOROO, *ditto*.
Chief KUREE, *ditto*.
Chief ESHARWAY, *ditto*.
Chief FARMOOTY, *ditto*.
Chief EJERRIG, *ditto*.
Chief OKORO, *ditto*.
Chief PARFAY, *ditto*.
Chief OSOOKOO, *ditto*.
Chief BENG, *ditto*.
Chief BEKATOBOO, *ditto*.
Chief OBOOGAR, *ditto*.
Chief OBUVER, *ditto*.
Chief GORLEY, *ditto*.

Witnesses to the mark affixed:

(Signed) MATTHEW A. WEDCOMBE, *Steward*.
JOHN, his $\times$ mark, *Quarter Cooper*.
JOHN, his $\times$ mark, *Manghi Interpreter*.

I, Cornelius Augustus Crowther, do hereby declare that the foregoing Agreement was duly and correctly explained to the above King and Chiefs.

(Signed) C. A. CROWTHER.

Kolama, December 18, 1884.

Similar Treaties have been signed with—

21. Sabagregor Oct. 29, 1884.	95. Akri Ugidi Oct. 11, 1884.
42. Big Patani 22,	97. Utshi Oboma, Utshi Owere,
43. Ferro Fanni 21,	Obatsha 13,
52. Akow 26,	99. Osomari and Munakor (Mu-
53. Onia 21,	nakor) 16,
54. Ase (Wari Branch) .. Jan. 31,	101. Ogbakuna 15,
76. Aboh Oct. 2,	123. Omon (Anambarra) .. 23,
77. N'doni 9,	125. Ibaku 23,
89. Agwey 9,	127. Iga 31,
90. Odugiri 10,	128. Ojo Nov. 2,
91. Ishiqua and Assay .. 10,	129. Ogrugu 1,
92. Opai 27,	156. Egorie 13,
94. Ogo 11,	158. Igara Sept. 23,

Inclosure 3 in No. 18.

Treaty between the National African Company and the King and Chiefs of Sengana.

WE, the undersigned King and Chiefs of Sengana, with a view to the bettering of the condition of our country and people, do this day cede to the National African Company (Limited) for ever the whole of our territory extending from the boundary of Akassa territory to Kolama territory.

We also give to the said National African Company (Limited) full power to settle all native disputes arising from any cause whatever, and we pledge ourselves not to enter into any war with other tribes without the sanction of the said National African Company (Limited).

We all understand that the said National African Company (Limited) have full power to mine, farm, and build in any portion of our territory.

We bind ourselves not to have any intercourse with any strangers or foreigners, except through the said National African Company (Limited).

In consideration of the foregoing, the said National African Company (Limited) bind themselves not to interfere with any of the native laws or customs of the country, consistently with the maintenance of order and good government.

The said National African Company (Limited) agree to pay native owners of land a reasonable amount for any portion they may require.

The said National African Company (Limited) bind themselves to protect the said King and Chiefs from the attacks of any neighbouring aggressive tribes.

The said National African Company (Limited) also agree to pay the said Chiefs and King one puncheon native value.

(Signed)

D. W. SARGENT.

HORKOTOR, his X mark.

TULLAH, *ditto*.

ORUBAUCH, *ditto*.

ORUBORROMOH, *ditto*.

KPOKPOLEH, *ditto*.

AGOPAH, *ditto*.

(For Kanibarrah)—

OBOI, *ditto*.

We, the undersigned witnesses, do hereby declare that the King and Chiefs whose names are placed opposite their respective crosses of their own free will and consent, and that the said King and six Chiefs have in our presence affixed their signature.

(Signed)

E. PIERCE.

D. NIXON GARRICK.

JAMES BROOM WALKER APRE.

Declaration by Interpreter.

I, James Broom Walker Apre, native of Akassa, do hereby solemnly declare that I am well acquainted with the language of the King and people of the country, and that on the 17th day of December, 1884, at a Council held at the town of Akassa, River Niger, I truly and faithfully explained the above Agreement, and that they understood its meaning.

(Signed)

JAMES BROOM WALKER APRE.

Done in triplicate this

Similar Treaties have been signed with—

4. Perenobri	June 9, 1885.	46. Opakuma	April 24, 1884.
5. Ikambri	10,	47. Kyama	23,
6. Akaw	10,	48. Opinama	24,
7. Oyomor	10,	49. Emblama	23,
8. Oporano	10,	50. Odoni	15,
9. Angiana	10,	51. Agberi	16,
10. Azama	11,	55. Eberedeni	Dec. 10,
11. Awakorogar	11,	56. Eborogbo	10,
12. Ekebi	11,	57. Akpeh	10,
13. Bakepeke	11,	58. Azagba	9,
14. Ikolo	11,	59. Great Anyama	9,
15. Akabri	12,	60. Small Anyama	9,
16. Babalabri	12,	61. Eberede	9,
17. Bomodip	12,	62. Egbaku	8,
18. Batoro	12,	63. Ashakali	6,
19. Tambiah	12,	64. Otagba	July 29, 1885.
20. Agodamah	12,	65. Afior	Dec. 5, 1884.
22. Egbeddi	Oct. 26,	66. Obikwere	Jan. 5, 1885.
23. Amanama	26,	67. Samabri	Feb. 23,
24. Agoubiri	26,	68. Ekperiwari	23,
25. Agbeni	26,	62. Utoku	23,
26. Akoumbri	27,	70. Ofonibakan	23,
27. Matoulu	27,	71. Adiawayi	23,
28. Kabiana	27,	72. Umoru	23,
29. Agouroo	27,	73. Igabo	21,
30. Aroua	27,	74. Utu	22,
31. Timboh	28,	75. Okaba	21,
32. Ogolloma	Dec. 27, 1884.	78. Okijah Itahieko	Sept. 26,
33. Apellebiri	Feb. 17, 1885.	79. Okijah Nmdara	27,
34. Angiana	Dec. 27, 1884.	80. Okaba Omokoo	Oct. 15, 1886.
35. Obiodeobiri	27,	81. Okaba Idu	16,
36. Ogalay	27,	82. Oberikom	Sept. 21,
37. Great Ogalay	June 15, 1886.	83. Ibatsha	Aug. 16, 1885.
38. Olodiana	15,	84. Oburoto	16,
39. Pakiama	Oct. 17,	85. Oguta	Mar. 23,
40. Angalabiri	Dec. 27, 1884.	86. Ogu Anotsha	Apr. 28, 1886.
41. Sagbama	29,	87. Imputu	Mar. 28, 1885.
44. Epdeh	Apr. 9,	88. Atragada	31,
45. Ayeobiri	24,	93. Opai Obezo	29,

96. Obiagwey	Feb. 28, 1885.	161. Rebahu	May 7, 1885.
98. Umotahi	Mar. 4,	162. Bassa (north of Ayelli) ..	27,
100. Okumedu	4,	163. Bassa (near Rikshu) ..	21,
102. Osutshi Ami Otaha ..	Nov. 17, 1884.	164. Adigbo	16,
103. Abarra	11,	165. Onimasha	7,
111. Abutshi	Feb. 24, 1885.	166. Amara	5,
115. Mpoh	June 6,	167. Bawum (Bassa)	5,
116. Ntege	May 23,	168. Akpoko	Apr. 30,
117. Umagi	June 4,	169. Ataya and Ntu Kupari ..	May 26,
118. Naube	Feb. 27,	170. Zuwo	Mar. 19,
119. Umari	27,	171. O Sepi, &c.	Apr. 29,
120. Gloria Ibo	Apr. 12,	172. Ayelli	Mar. 17,
121. Atshara	Dec. 4,	173. Akpan and Amoloku ..	18,
122. Omourum	Sept. 9,	174. Ojogo	18,
124. Onougu	Mar. 27,	175. Upper Ojogo	Apr. 13,
126. Effeta	26,	176. Mitshi (Yanapura) ..	16,
131. Anamobe	Dec. 24, 1884.	177. Neaivé (Newji) Mitshi ..	18,
134. Allah	20,	178. Amawa	Mar. 16,
135. Ode	23,	179. Illah	Apr. 18,
136. Igbokayen	Mar. 3, 1885.	180. Akpa	Mar. 16,
137. Egbador	6,	181. Mitshi (Bakurana) ..	Apr. 25,
138. Odeleque	Des. 22,	182. Abinsi	Mar. 3,
139. Eboo	22, 1884.	183. Agita	Apr. 27,
140. Illushi (Amulu to Mychre- hokulu)	Feb. 28, 1885.	184. Mitshi (Chagaba) ..	11,
141. Obeallah	Mar. 7,	185. Igi	11,
142. Uji	Dec. 27, 1884.	186. Byonga	18,
143. Adagna	Mar. 7, 1885.	202. Nuhar	11,
144. Adjarra	7,	203. Kanzie	10,
145. Orea	Feb. 27,	204. Ashiku	10,
146. Effeku	25,	205. Ayinshi	9,
147. Agegba	Mar. 7,	206. Ahwey	Dec. 25,
148. Akuroe	10,	207. Bazeni (Mitshi) ..	Apr. 10,
149. Abojaga	11,	227. Mitshi (Okoro) ..	9,
150. Ayanneh	12,	228. Jacken	Aug. 12,
151. Inyehneh	Aug. 20,	229. Chomuh	July 18,
152. Tadama	Mar. 12,	230. Opal	Aug. 14,
153. Ottah	13,	231. Jangan	July 19,
154. Opakarie	16,	232. Numan	19,
155. Egweh and Adaberie ..	17,	233. Bulah	Oct. 3, 1886.
157. Ejoda	26,	234. Brahmio (Bulah) ..	3,
160. Ojo and Kateseri (Bassa) ..	May 13,	235. Lungwali (Bulah) ..	3,

Inclosure 4 in No. 18.

Treaty between the National African Company and the King and Chiefs of Akassa.

WE, the undersigned King and Chiefs, in consideration of the benefit that is done to our country by the establishing of factories in it, do hereby cede to the National African Company (Limited) and their administrators for ever the whole of our country on both banks of the River Nun, and which extends up to Sunday Island.

Done in triplicate at Akassa, this 20th day of November, 1884.

(Signed)

King BOA, his × mark.
 Chief BOY, ditto.
 Chief TERRABERRY, ditto.
 Chief AKEGA, ditto.
 Chief AKALAMA, ditto.
 Chief OWAGOR, ditto.
 Chief WARRABOoya, ditto.
 Chief PAKARRA, ditto.
 Chief EGBERRYDIFA, ditto.
 Chief KIDKEBA, ditto.

Witnesses to the mark signatures:

(Signed)

JOSEPH FLINT.
 E. CHRISTIAN.
 E. PIERCE.

I, the undersigned Occoro, duly interpreted the above to the King and Chiefs, and they thoroughly understood all.

(Signed)

OCCORO, his × mark.

Witness:

(Signed)

JOSEPH FLINT.

Inclosure 5 in No. 18.

Treaty between the National African Company and the King and Chiefs of Alenso.

WE, the undersigned King and Chiefs of Alenso, River Niger, in consideration of the benefit that is done to our country by their establishing factories in it, do hereby cede the whole of our country to the National African Company (Limited) and their administrators for ever, and do hereby undertake not to allow any other persons to settle in it without the National African Company's consent.

In consideration of such privilege being granted to them, the National African Company (Limited) do hereby on their part undertake—

1. To respect all native laws and customs of the country, and not to interfere with the existing rights of any of the natives without first obtaining their consent.

2. To assist the King and Chiefs of Alenso in everything that may conduce to the welfare of the country and to the promotion of trade.

Should the National African Company (Limited) require land at any place in the country ceded to them for any purpose whatever, they, the National African Company (Limited), will compensate the owner or owners thereof.

The National African Company (Limited) reserve to themselves the right of excluding any foreigners from the country, should they deem fit.

In consideration of the foregoing privileges being accorded the National African Company (Limited), the National African Company (Limited) agrees to pay a yearly duty of twenty measures, local value, to King and Chiefs of Alenso.

(*pp.* The National African Company, Limited),
(Signed)

D. McINTOSH.
King OKAKU, his × mark.
Chief IYASERE, *ditto*.
Chief OSIKAGU I, *ditto*.
Chief OSIKAGU II, *ditto*.
Chief ISAGBA I, *ditto*.
Chief ISAGBA II, *ditto*.
Chief IKOH, *ditto*.
Chief ODUU, *ditto*.
Chief OZAMA I, *ditto*.
Chief ONUA, *ditto*.
Chief OSUME I, *ditto*.
Chief OGA, *ditto*.
Chief OSUME II, *ditto*.
Chief APE, *ditto*.
Chief AGUDE, *ditto*.
Chief ARIBOC, *ditto*.
Chief OZAMA II, *ditto*.
Chief OZA, *ditto*.
Chief UZI, *ditto*.
Chief JIJERE, *ditto*.
Chief OSAROCO, *ditto*.
Chief OKIITA, *ditto*.
Chief ODOBU, *ditto*.
Chief OWERE, *ditto*.
Chief OLODI, *ditto*.
Chief ODOGUN, *ditto*.
Chief ISAMA, *ditto*.
Chief OJEREADI.

We, the Undersigned, are witnesses to the marks of the King and Chiefs of Alenso, and also vouch for their understanding what they have signed.

(Signed) GALBA BRIGHT, Merchant,
Sierra Leone.

G. A. WILLIAMS.

Alenso, September 27, 1884.

Done in triplicate, this 27th day of September, 1884, at Alenso.

I certify to the signatures of Galba Bright, G. A. Williams, and D. McIntosh as being those of the persons themselves, and further that a copy of this Agreement has been handed to me for registry in my Consulate.

(Signed)

EDWARD HYDE HEWETT,
Her Britannic Majesty's Consul.

Atani, October 7, 1884.

(Consular seal affixed here.)

Similar Treaties have been signed with—

105. Akri	..	..	..	..	..	..	Sept. 29, 1884.
106. Atani	..	..	..	..	..	..	20,
107. Oseheti (Niger)	..	..	..	..	..	..	25,
108. Odekwo (Niger)	..	..	..	..	..	..	24,
109. Oko Anana	..	..	..	..	..	Oct. 9,	
110. Oko Amacom	..	..	..	..	..	10,	

Inclosure 6 in No. 18.

Treaty between the National African Company and the Kings and Chiefs of Ojormah.

WE, the undersigned Kings and Chiefs of Ojormah, after many years' experience, fully recognize the benefit accorded to our country and people by their intercourse with the National African Company (Limited), and in recognition of this we now cede the whole of our territory to the National African Company (Limited) and their administrators for ever.

In consideration of this, the National African Company (Limited) agree—

1. The said Company will not interfere with any of the native laws, and will not encroach on any private property unless the value is agreed upon by the owner and the said Company.

2. The said Company will not interfere with any of the ground now occupied by the natives of the country unless agreed to by both sides.

3. The said Company reserve to themselves the right of excluding foreign settlers other than those settled in the country.

4. The said Company agree to respect the rights of the native land-owners, and the said Company will not take possession of their land without payment for the same.

Done in triplicate, this 30th day of August, 1884, at Ojormah.

(pp. The National African Company, Limited),

(Signed)

DAVID MCINTOSH.
Chief IWARUNOH, his × mark.
Chief AMARIFOBÜ, ditto.
Chief AWOH, ditto.
Chief ORCHSAH, ditto.

Witnesses to the above mark signatures—

(Signed)

JAMES MODEBE, his × mark.

RICHARD WECHE, ditto.

J. A. JACKSON.

Ojormah, August 30, 1884.

I, the Undersigned, do hereby declare this Agreement was correctly interpreted, and that the natives fully understood what they were signing.

(Signed)

N. ROBERT TAYLOR.

Thus declared by N. Robert Taylor, before me, this 1st day of November, 1884, at Onitsha.

(Signed)

EDWARD HYDE HEWETT,
Her Britannic Majesty's Consul.

(Consular Seal affixed here.)

Similar Treaties have been signed with—

113. Oke Onono	..	..	..	..	..	..	Aug. 29, 1884.
114. Onitsha	..	..	..	..	..	..	20,
130. Asaba	..	..	..	..	..	..	28,
132. Aupanum	..	..	..	..	..	..	Oct. 22,
133. Huboru	..	..	..	..	..	..	25,

Inclosure 7 in No. 18.

Treaty between the National African Company and the King and Chiefs of Gandy.

WE, the King and Chiefs of Gandy, in Council assembled at Gandy, do cede to the National African Company (Limited), of London, their heirs and assigns, for ever, all our territory extending from the River Niger on the west to the Kingdom of Otopah on the east, the River Binué on the north, to the Marlboro' range of hills to the south and south-east, with all sovereign rights.

We also agree that no one shall have a right to mine or trade in our country without the sanction of the National African Company, their heirs or assigns.

We also give to the National African Company, their heirs or assigns, the power to exclude all or any foreigners from our country.

The National African Company agree to govern on the basis of the native laws as among the natives themselves, and not to interfere with the rights of private property.

The National African Company agree to pay as Sovereign a subsidy of ten bags of cowries per annum to the former Rulers of the country.

(Signed) King MASSABA, his × mark.

Chief OGOU, ditto.

Chief ENAGENAGUA, ditto.

Witnesses :

(Signed) GEO. WATSON.
G. B. LENNARD.

Declaration by Interpreter.

I, Awdow, native of Lokoja, do hereby declare that I am well acquainted with the language of the people, and have interpreted the foregoing to the King and Chiefs, and they understood its meaning.

(Signed) AWDOW, his × mark.

Witness :

(Signed) GEO. WATSON.
June 4, 1885.

A similar Treaty has been signed with—

187. Balsuror (Mitshi)	..	..	..	..	..	..	May 30, 1885.
------------------------	----	----	----	----	----	----	---------------

Inclosure 8 in No. 18.

Agreement made on the 15th June, 1885, between the King and Chiefs of Bapaasa and the National African Company (Limited), of London.

WE, the undersigned King and Chiefs of Bapaasa, with a view to the bettering of the condition of our country and people, do this day cede with all sovereign rights to the National African Company for ever the whole of our territory, including Paava, Bashovo, Bashomu, Bagechuch, and Batiloeh, in the Mitshi tribe of Mongova.

We also agree that all disputes arising between British or foreign traders or neighbouring tribes shall be submitted to the said National African Company for settlement.

We also understand that the said National African Company have sole power to mine, farm, and build in any portion of our territory.

We also give the said National African Company the power to exclude all or any foreigners from our country.

In consideration of the foregoing, the said National African Company bind themselves

not to interfere with any of the native laws or customs of the country consistently with the maintenance of order and good government.

The National African Company agree to pay native owners of land a reasonable amount for any portion they may require.

The National African Company agree to pay the said King and Chiefs of Bapaasa the value of two bags of cowries per annum.

This Agreement having been interpreted to us, the above-mentioned King and Chiefs, we hereby approve and accept it for ourselves and for our people, with their consent, and in testimony of this, having no knowledge of writing, do affix our marks below it, and I, on behalf of the National African Company, do hereby affix my hand.

(Signed)

WILLIAM WALLACE.

King ABOOROO, his X mark.

Chief ADEJAH, ditto.

Chief ADAMATEH, ditto.

We, the undersigned witnesses, do hereby declare that the Chiefs whose names are placed against their respective crosses have in our presence affixed their crosses of their own free will and consent, and the said William Wallace has in our presence affixed his signature.

Witnesses :

(Signed)

M. H. BENNET.

N. O. McAULAY.

Declaration by Interpreter.

I, Nat. Oliver McAulay, native of Lagos, do hereby declare that I am well acquainted with the Mitsi language, and have interpreted the foregoing to the King and Chiefs, and they understand its meaning.

(Signed)

NAT. OLIVER McAULAY.

Similar Treaties have been signed with—

189. Jimetehu June 15, 1885.	196. Ishara June 14, 1885.
190. Mungova 15,	197. Tigga 6,
191. Palava 15,	198. Ikurawa 12,
192. Imgboro 15,	199. Sausagi 12,
193. Mangornor 14,	200. Katsena Alla 8,
194. Burnku 14,	201. Okortundor 11,
195. Bajembor 13,	

Inclosure 9 in No. 18.

Agreement between the King and Chiefs of Achiagi and the National African Company.

WE, the King and Chiefs of Achiagi, in Council assembled, do cede to the National African Company (Limited), of London, their heirs and assigns, for ever, all our territory extending from Bagasah on the north, Myara on the west, Acourah on the east, and Pugga on the south, with all sovereign rights.

We also agree that no one shall have a right to mine in our country (either foreigner or native) without the sanction of the National African Company, their heirs or assigns.

We also give the National African Company, their heirs or assigns, the power to exclude all or any foreigners from our country.

The National African Company agree to govern on the basis of the native laws as among the natives themselves, and not to interfere with the rights of private property.

The National African Company agree to pay as Sovereign a subsidy of ten pieces of cloth per annum to the former Rulers of the country.

(For the National African Company, Limited),

(Signed)

FRANK G. EDIS.

ZAMRO, his X mark.

FABOH, ditto.

Witness :

(Signed)

WILLIAM HUNT.

Declaration by Interpreter.

I, Henry Zuzer Viera, native of Accra, do hereby declare that I am well acquainted with the Mitshi language, and have interpreted the foregoing to the King and Chiefs, and they understood its meaning.

(Signed) HENRY ZUZER VIERA.

Done in triplicate, this 16th day of August, 1885.

Similar Treaties have been signed with—

209. Beriwoosoo	Oct. 16, 1885.	218. Matee	Apr. 18, 1885.
219. Schapla	Nov. 16,	219. Adlaw	27.
211. Any Uppa	Apr. 14,	220. Chosah	27,
212. Mansondo	14,	221. Condra	27.
213. Ajincoo	15,	222. Mamiquassa	27,
214. Quanafi	15,	223. Pampam	27,
215. Hoawi	16,	224. Qué	27,
216. Agha	17,	225. N. Jamchadda	28,
217. Baguma	17,	226. Nufali	29,

Inclosure 10 in No. 18.

Treaty between Maliké, King of Gandu, for himself and Chiefs, on the one part, and those Europeans trading on the Kworra and Benué, under the name of the National African Company (Limited), on the other part.

ARTICLE I.

FOR the mutual advantage of myself and people, and of those Europeans trading under the name of the National African Company (Limited), I, Maliké, of Gandu, with the consent and advice of my Council, grant and transfer to the above people, or others with whom they may arrange in future, my entire rights, absolutely, to the country on both sides of the Rivers Benué and Kworra, for a distance of ten hours' journey inland, or such other distance as they may desire, from each bank of both rivers throughout my dominions.

ARTICLE II.

I further grant to the above-mentioned people the sole right, among foreigners, to trade in my territories, and the sole right, also among foreigners, to possess or work places from which are taken articles such as lead and antimony.

ARTICLE III.

I further declare that no communication will be held with foreigners coming from the rivers except through the above-mentioned people.

ARTICLE IV.

These grants I make for myself, my heirs and successors, and declare them to be unchangeable and irrevocable.

ARTICLE V.

The Europeans above mentioned, under the name of the National African Company (Limited), agree to make a yearly present for the above grants, to Maliké, King of Gandu, of goods to the value of 2,000 bags of cowries.

Signed at Gandu, on the 13th June, 1885.

For the National African Company (Limited),
(Signed) JOSEPH THOMSON, F.R.G.S.

Witnesses:

(Signed) W. J. SEAGO.
D. Z. VIERA.
T. JOSEPH.

(Duly executed in Arabic by the Government of Gandu.)
An Arabic duplicate was at the same time executed by both parties.

A similar Treaty has been signed with—

237. Sokoto June 1, 1885.

No. 19.

Sir P. Currie to the Royal Niger Company.

Sir,

Foreign Office, December 28, 1886.

YOUR letter of the 28th October last, inclosing, for the Earl of Iddesleigh's approval, copies of the Customs Regulations and Tariff, and of the Regulation dealing with the licence charges which your Company proposed to carry into effect in the district under their control, was, by his Lordship's directions, referred to the Board of Trade for such observations as they might have to offer thereupon.

A reply has now been received from that Department, of which I am to transmit to you herewith an extract,* and I am to state that the Board are of opinion that the Regulations as they stand are open to objection, both from a commercial point of view and also as being contrary to both the spirit and the letter of the Berlin Act: the Board add that it is of course possible that the compulsory entry of vessels at Akassa may be necessary for administrative purposes, and the further entry at Lokoja also, but that if this is so, no evidence of the fact appears either in your letter under reply or in the Regulations themselves.

I am to state that Lord Iddesleigh would be glad to be furnished with any remarks which you may have to offer on the objections put forward by the Board of Trade.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 20.

Sir J. Pauncefote to the Royal Niger Company.

Sir,

Foreign Office, December 28, 1886.

I AM directed by the Earl of Iddesleigh to acknowledge with thanks the receipt of your letter of the 29th ultimo with regard to the steps which have recently been taken by your Company with a view to prohibiting the importation of fire-arms into the Territories under your control.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 21.

The Royal Niger Company to the Earl of Iddesleigh.—(Received January 4, 1887.)

My Lord,

The Outer Temple, 222 to 225, Strand, December 31, 1886.

I HAVE the honour, on behalf of the Council of the Company, to acknowledge receipt of Sir Philip Currie's letter of the 28th instant, inclosing an extract from a Board of Trade letter of the 3rd December, 1886, which suggests that explanations should be given on certain points, therein specified, relating to the Customs Tariff and Regulations of the Niger Territories.

I have now the honour to comply with your Lordship's desire for remarks on these suggestions in the order adopted by the Board of Trade.

(A.) With regard to this clause, the Council are unable to gather from the extract whether the Board of Trade have had before them Regulation No. IV, 1886, which contains the following definition: "That the Company's territories now acquired, or from time to time to be acquired and held under Royal Charter, may be termed for shortness the 'Niger Territories,' &c." This definition was promulgated in the Proclamation marked 'July '86. 2,' issued on the 30th July, 1886, a copy of which was also included in the documents sent to your Lordship, and of which a very large number of copies were distributed along the West Coast of Africa, and sent to all who were likely to be interested in the question.

If the Board of Trade had not either of these documents before them, they might perhaps conclude that the prohibition "to touch, load, or discharge at, from, or into any part of the Niger Territories, without first entering and clearing at Akassa,

would apply to vessels going in transit to places on the Niger beyond the Company's Territories, and would therefore amount to a compulsory entry into port for vessels in transit, which would be undoubtedly contrary to the stipulations of Article XXVII of the Act of Berlin.

But if, on the other hand, the Board of Trade had before them either of the documents above referred to, they would appear to have fallen under the same erroneous impression that temporarily affected two or three newspapers in this country after the passing of the General Act of Berlin, and to remove which I drew on the 11th September, 1885, a Memorandum, headed, "The Niger-Benué and the Berlin Conference." I ventured to send printed copies of this Memorandum to Lord Salisbury, who was then Foreign Secretary. As the best answer, therefore, to the request of the Board of Trade for further explanation, I venture to append hereto a printed copy of this Memorandum, and I have marked with red ink such of its clauses as refer to this special question; as the latter portion of the Memorandum deals rather with administrative questions, which have been since set at rest by the issue of the Royal Charter on the 12th July last. I need, therefore, only reaffirm, and without fear of contradiction, that Clause (A) of the Customs Regulations is strictly in accord, not only with the letter, but with the spirit of the Niger Navigation Act. The claim made at Berlin by the Signatory Powers was simply that the possession by Great Britain of the waters of the Lower Niger and Lower Benué should not be used to prevent transit to the waters of the States then existing, or that might in the future exist, higher up on these rivers.

The Company has not in any way interfered with this right of free transit, and has only (as representing the Riverian Powers in the territories technically called the "Niger Territories") exercised those sovereign rights which are necessarily, and without dispute, exercised by the Riverain Powers, not only on the Danube, but also on "certain rivers of Europe and America," referred to in the Preamble to the General Act of Berlin. The Company does not, and cannot, compel vessels to call at Akassa, but provides only that unless they have done so they shall not touch at its own Territories.

The Board of Trade having restricted their desire for an explanation to this question of an infringement of the General Act, the Council presume it is not requisite to dwell upon the practical reasons which necessitated collecting import duties in this manner at Akassa.

The Niger is so notoriously a river of innumerable affluents and creeks, and the unhealthiness of its climate is so widely known, that it is hardly necessary to point out that the establishing of efficient revenue staffs at each of the fifty ports of entry, with the necessary quadrupling of the Company's fleet for preventive purposes, would entail an increase of annual expenditure of from a quarter of a million to half a million sterling. This could not be levied upon the at present embryo trade of the Territories, for no goods whatever would then be imported on which to levy duties; and the Council had no reason to believe that Her Majesty's Government would assent to an annual grant of a quarter of a million to half a million from the Imperial Treasury for the purpose of sparing vessels intending to trade within the Niger Territories from the trouble, if any, of calling at Akassa on their way up river.

(C.) The Council desire to express their pleasure at the Board of Trade having spontaneously recognized the undoubted fact that the duties in the Schedule are "of a moderate character."

(D.) So far as the Act of Berlin is concerned, the above remarks in respect to Clause (A) are equally applicable to the special duties at Lokoja. Vessels in transit through the waters of the Company to higher regions beyond the "Niger Territories," as above defined, are not compelled to call at Lokoja or to pay any duties whatsoever; but any vessel which calls at any port within the Company's Territories above Lokoja must produce a certificate of having cleared at that port. This system of extra duties at Lokoja will prevent the loud outcry which would otherwise inevitably be made by future traders who may restrict their operations to the rich countries lying below Lokoja, that is, to the belt of country extending from the sea for about 200 miles inland as the crow flies. They would complain that they, in a district comparatively easy to protect and comparatively accessible from the sea, were compelled to pay unnecessarily high duties in order to support the heavy charges of Central African administration. They would say that the development of commerce into the interior of Africa, however advantageous to manufacturers, ship-owners, and other commercial classes of Great Britain, should not be carried on at the expense of those who are content to restrict their trade to the regions near the sea-board, and they would ask with considerable force that those who traded in the further inland regions

should bear the expenses of their administration. John Stuart Mill, in summing up the principles laid down by writers on the subject of taxation, says: "It is desirable, whenever practicable, that the burthen should fall on those to whom the service is rendered." The system followed by the Council is at present, owing to the difficulty of land communications in the Niger Territories, practicable to a greater degree than in any civilized country, while the equity of the arrangement is exceptionally urgent, as the ratio of administrative expenditure to volume of trade in the Territories above Lokoja is far higher than the corresponding ratio in the Territories below Lokoja. If, however, Her Majesty's Government prefer that these Lokoja duties should be repealed and extra duties imposed at Akassa to make up the total required for administrative purposes, the Council will be relieved of responsibility in the matter.

(F.) With reference to this provision for power, in certain cases, to take over imported goods, so as to prevent deliberate or continued frauds upon the revenue, the Council note that the Board of Trade consider that a margin of 2 per cent. appears objectionable, and that the addition should be about 5 per cent. The Council have no hesitation in admitting that the experience and authority of the Board of Trade on such a subject is beyond question, and a Regulation carrying out their views will be passed with as little delay as possible. The Council desire, however, to put on record that the margin of 2 per cent. was not of their own devising, but was borrowed from Colonial Ordinances, which have presumably been approved by Her Majesty's Government. The Council have the less hesitation in this matter, as it is not one of practical importance for the present, inasmuch as the Company is the sole European trader in the Niger Territories. If at a later date, when others venture into that difficult and dangerous business, it is found that the revenue is habitually defrauded of 5 per cent., it will be time for the Council to appeal to Her Majesty's Government to reconsider the matter. I may state here that invoice value does include freight and also insurance and other charges customary in the trade.

(H.) The Board of Trade, observing that the penalty in extreme cases of smuggling may be as high as 500*l.*, remark that this "requires reconsideration, the penalty in such cases in this country being about 100*l.* only."

The Board also remark that "forfeiture of vessels for contravention of any of the Regulations is also rather too heavy a penalty."

I have to point out that these are extreme penalties to which persons and vessels in the Niger Territories are liable in extreme cases, and that there is nothing whatever to prevent these being reduced to any point that may be thought equitable by the local Courts or by the Council, before whom all these matters necessarily come.

These penalties were taken from Ordinances of Her Majesty's Crown Colonies, which the Council assume to have received either the express or tacit assent of Her Majesty's Government, having been in force in a portion of Her Majesty's dominions.

Even if it were the case that penalties of this severity were not in force in Great Britain itself, the Council venture to submit that it would not be conclusive of the question. The preventive system in Great Britain is at once so complete and so simple as to make smuggling a much less tempting employment than in Central Africa, where, consequently, the punishment should be proportionally heavier.

Jeremy Bentham, in his "Principles of Penal Law," says: "Punishment must be further increased in point of magnitude in proportion as it falls short in point of proximity. If a punishment were to consist only in taking from an offender the fruit of his crime, and this punishment were infallible, there would be no more such crimes committed; but as there are always chances of escape, it is necessary to increase the value of the punishment to counterbalance these chances of impunity. It is therefore true that the more the certainty of punishment can be augmented, the more it may be diminished in amount."

I have never seen this principle questioned by any authority on jurisprudence, and it would appear to justify the penalties for smuggling in the Niger Territories being at least ten times as heavy as in a long-civilized State like Great Britain.

But, as a matter of fact, the penalties for smuggling in Great Britain appear to be at least as severe as those provided in the Company's Regulations. Clause 172 of "The Customs Consolidation Act, 1876," 39 & 40 Vict., cap. 36, which I believe to be the existing law, provides that "if any vessel or boat shall be used in the importation, landing, removal, carriage, or conveyance of any uncustomed or prohibited goods, the same shall be forfeited, and the owner and the master of every such vessel or boat shall each forfeit and pay a penalty equal to the value of such vessel or boat, not in any case exceeding 500*l.*" This is of the most sweeping character, so far as the definition of the offence is concerned, and two persons are each made liable for a

penalty of 500*l.*, that is, a penalty of 1,000*l.* in all, while the vessel employed is also to be forfeited. Clause 179 of the same Act is also of a very comprehensive character—so much so, indeed, as to be too long for quotation here. It provides that any British vessel within 3 leagues (or any other vessel within 1 league) of the British coast, and found to have made preparations indicative of smuggling, shall be forfeited, and that every person on board, British or foreign, “shall forfeit a sum not exceeding 100*l.*” This might easily amount to a total penalty in respect of one cargo (and exclusive of the forfeiture of the ship) of 2,000*l.* or 3,000*l.*

Clause 188 also imposes a penalty of 500*l.* each on persons who shall “unship, land, run, carry, convey, or conceal, &c., uncustomed goods.” Clause 189 punishes with twelve months’ imprisonment persons who procure or hire other persons to commit the above offences.

I should here mention that one great object of the Council has been to avoid penalties of imprisonment, as more likely to give rise to dispute and trouble than money penalties.

After the sweeping clauses above quoted, I need not dwell upon clauses 48, 158, 162, 163, 170, 171, 175, 176, 180, 183, and 202 (and perhaps other clauses may have escaped my attention in the same Statute), all of which provide for the forfeiture of vessels on more specific and comparatively trivial grounds. One of these clauses (183) may serve as a type: “If any ship or boat whatever shall be found within the limits of any port of the United Kingdom with a cargo on board, and such ship or boat shall afterwards be found light or in ballast, and the master is unable to give a due account of the port or place within the United Kingdom where such ship or boat shall have legally discharged her cargo, such ship or boat shall be forfeited.”

I would only ask Her Majesty’s Government to recognize that, in protection of the revenue, the Council have followed, and at a respectful distance, the principles laid down by the Parliament of Great Britain and Ireland.

The only other point on which an explanation is asked is that of the 100*l.* licence for retail trading. Here, again, I venture to suggest that perhaps the Board of Trade had not before them the definition of the word “foreigners,” laid down in Clause (A) of Regulation No. X, 1886, marked “July ’86. 7,” as follows: “In this Regulation, and in all others where not otherwise expressly provided, or where not inconsistent with the context, the word ‘foreigner’ shall be taken to mean any person or Association (other than the Company acting as a Government) entitled to claim to be subject to any Great Power of Europe, or to any State recognized by the Great Powers as a civilized State; and all other persons shall be described as natives.” This definition was of fundamental importance in establishing the constitution of the territories, and the Council necessarily adopted the term used in the Royal Charter of the 12th July last. In this document British subjects, including the Company and its servants, are treated as “foreigners” to the Territories, which, in a technical sense, they undoubtedly are, inasmuch as the Territories, though included in the British Empire, are technically left under the native sovereignties whose rights are exercised by the Company, by Her Majesty’s permission, under the Royal Charter. Thus, in clause 6, domestic slavery among the “natives” is to be discouraged, but no “foreigner,” whether European or other, is allowed to own slaves of any kind.

This restriction must apply to the Company, to its servants, and to British subjects generally, quite as much as to other non-natives. Again, clause 16 provides for the possible exercise, under certain circumstances within the Company’s Territories, of the Foreign Jurisdiction Acts. This provision clearly defines the constitutional position of the Territories. The doubt, if I understand it aright, of the Board of Trade as to this licence being of a differential character is now met. The Company has to pay its licence duty like anybody else carrying on a retail trade in those regions.

The only international engagement—apart from free transit on the waters—into which Great Britain has entered is that with Germany, to the effect that German subjects shall be on the same footing as British subjects.

No German can complain of unequal treatment in having to pay this licence duty any more than, if the fiscal system of Great Britain were transferred in its entirety to the Niger, he could object to pay a 10*l.* annual licence before he could act as an auctioneer, a 30*l.* annual licence before he could act as a banker, 9*l.* annually for a solicitor’s certificate, 10*l.* 10*s.* annually as a distiller, 7*l.* 10*s.* annually as a pawnbroker, 10*l.* 10*s.* as a wine or spirit merchant, and so on through cases too numerous to quote here. In the Niger the same person may, and possibly will, combine all the above, and many other functions, in his own person.

I venture also to point out that the above-quoted taxes are completely independent

of the amount of capital invested, or the amount of business done, that the wealthiest bankers, or the leading auctioneers in London pay (as bankers or auctioneers) the same amounts as the poorest; that a distiller, a pawnbroker, or a wine merchant, who may turn over a million in the year, has only the same amount to pay for his licence as one who turns over 1,000*l.* in the year; and that the solicitor's annual certificate may exceed the net amount of his annual receipts. This principle of a minimum that every person entering a trade or business has to pay is so widely spread throughout English law that its introduction into the Company's Regulations, cannot be objected to as a novelty, while in Central Africa it is a matter of vital importance to administration. No respectable white or coloured merchant entering the Niger Territories for the purposes of retail trading will feel severely this comparatively trifling tax. If abolished, its equivalent (or part of it) would have to be added to the duties he would have to pay on his goods in order to make up the total sum necessary to cover the administrative expenditure. The effect of the licence duty will be to enforce some contribution to the revenue from, or else to exclude from the Territories, a class of men, happily now extinct, who were formerly the worst enemies of civilization in Central Africa. There were disreputable coloured men (in the past they were generally inferior clerks, dismissed for speculation) who, as the experience of seven or eight years ago proved, lived by surreptitiously dealing in slaves, the most profitable form of barter in Africa. Such men would undoubtedly, if the licence system is abolished, flock in great numbers to the Niger, where they would claim (and necessarily obtain) protection from the Company. They would pay the import duties on the scanty supply of goods that they would once, and once only, bring there as their capital. From that moment they would contribute nothing further to the administration of the country. Their first supply of goods would be bartered for slaves, in which they would thenceforth continue to deal. They themselves would register as British subjects, but they would carry on their slave-trading through their accomplices among the natives, under the guise of domestic slavery, which the Company would not venture to discourage vigorously, in the face of a numerous and intensely active colony of these semi-educated, unscrupulous, and yet British coloured men. But while not contributing to the revenue one penny beyond the import on their first stock of goods, they, as past experience shows, would form a hotbed of intrigue, stirring up the natives to discontent and bloodshed. Without a single moral principle to guide them, under their mask of ardent piety, without any restraint of conscience, with little to lose and much to hope for in pillage and disorder, they, as the past proves, would find their profit in fishing in troubled waters, and the Council hope that it is not too much to ask that they shall at any rate be compelled to pay a minimum sum each of 100*l.* per annum toward that administrative expenditure without which neither they nor any other alien could even live in the Territories, at any rate without being themselves enslaved by the natives.

There remain only the suggestion that this minimum of 100*l.* per annum should be paid, not on each trading Association or person in the Niger, but on each factory that such Association or person may establish; as the present arrangement "seems opposed to the principle of equal treatment." I would venture to submit that the alternative suggestion is at least as much, and perhaps even more, opposed to this principle. If two traders enter the Territories to-morrow, each with a capital of 10,000*l.*, the very least with which any one can hope to trade in Central Africa (unless in slaves) without a certainty of being ruined, for he must keep a steamer throughout the year, and if the first of these men decides on establishing fifty small factories at the fifty ports of entry, he would, under the suggestion of the Board of Trade, have to pay, in addition to the import duties, &c., an annual licence duty of 5,000*l.* If the second trader, also investing 10,000*l.* in the Niger, but of a less adventurous spirit than the first, contents himself with establishing on a large scale in one of the principal centres of the trade, he would have, in addition to his import duties &c., only 100*l.* per annum to pay, as against the 5,000*l.* per annum of the first trader. Arguments may perhaps be found, though I confess I am unable to see them, to prove that the suggestion to exact a licence for each factory would be as equitable, on the whole, as the system adopted by the Council, but as regards the question of developing and civilizing the Niger Territories, which the Council have naturally had first in view in the drawing of their Regulations, no doubt whatever is possible. It should be borne in mind that the Europeans in Central Africa (on the Niger) are a small garrison among many millions of natives, who are held in restraint (I of course except the few predatory tribes and turbulent individuals found here as elsewhere) not by force but by self-interest, by the benefits of trade, by a general admiration of and astonishment at the methods, the

equity, and the power of white men. To unnecessarily enter on a course discouraging the dispersion of trade throughout the numerous tribes occupying these regions—and I would remind your Lordship that the Company's Treaties number 237—would be a heavy blow to the maintenance and extension of peace and commerce. The object of the Administration should (I submit) be to encourage traders to spread and multiply their factories, as far as may be consistent with security, and with any practicable fiscal system, over the face of the Territories, so that the largest possible number of native tribes and of native individuals may be brought into contact with European commerce, and may thereby acquire an evident and direct interest in the maintenance of peace and order.

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN, Deputy Governor.

Inclosure in No. 21.

THE NIGER-BENUÉ AND THE BERLIN CONFERENCE.

Memorandum by the Vice-Chairman of the National African Company.

BY the General Act of the Berlin Conference (signed on the 26th February, 1885), Great Britain agreed to maintain free and equal transit for all nationalities on so much of the course of the Niger as may be under her rule, and to protect all foreign merchants whilst on those waters.

An erroneous impression appears, however, to exist that she also assumed some obligation (beyond that of effective occupation) in respect of the *terra firma* of those possessions. During the Conference it was constantly urged on Her Majesty's Representatives at Berlin that the assumption of any such obligations as to the banks and other land of the Niger Basin would, under the abnormal conditions of Central Africa, make it impossible to administer effectively the newly-acquired Niger-Benué Territory; and (possibly in consequence of these representations) every word was removed from the original English draft of "The Act of Navigation for the Niger," which could be interpreted to apply to the *terra firma*.

The General Act states in its preamble that it consists of six Acts or Declarations co-ordinated into one single instrument. These are:—

Chapter I. Declaration of freedom of trade in the Basin of the Congo. This does impose on the Riverain States the obligation to maintain complete freedom and equality of trade throughout all their territories in the Basin, as also to admit and to protect all foreigners, apparently without any reference to the good behaviour of these persons.

Chapter II. Declaration relative to the Slave Trade in the Basin of the Congo.

Chapter III. Declaration of neutrality of the territories in the Basin of the Congo.

These three Chapters deal, therefore, with the whole territories of the Conventional Basin of the Congo—land and water—and nothing in any way corresponding to these, but referring to the Basin of the Niger, exists in the General Act.

Chapters IV and V are Acts of Navigation for the Congo and the Niger respectively, extending to these rivers with their affluents, "and the waters connected therewith, the general principles enunciated in Articles 108 and 116 of the Final Act of the Congress of Vienna, and intended to regulate the free navigation of the waterways separating or traversing several States, these principles having since then been applied by Agreement to certain rivers of Europe and America, but especially to the Danube."

As might be expected, all the Articles (Nos. XIII to XXXIII inclusive) of these Chapters apply solely to the waters of the Congo and Niger, including in these "the roads, railways, or lateral canals which may be constructed with the special object of obviating the unnavigability of certain sections" of such waters, meaning, undoubtedly, where broken by cataracts or rapids. With this reasonable exception, these Chapters interfere in no way with the full sovereign rights of Riverain States on their *terra firma*, but are solely aimed at maintaining free, equal, and protected transit on the courses of the rivers.

In the Congo an International Commission is intrusted with the duty of regulating such transit, and of protecting it by river police and by the ships of war

of the Signatory Powers. In the Niger Great Britain (Article XXX) undertakes to apply the said principles of freedom of navigation, and to protect foreign merchants and all the trading nationalities on so much of the waters of the Niger, its affluents, branches, and outlets as may be under her sovereignty or protection, "provided always that such merchants conform to the rules" which she may establish for the safety and freedom of navigation; whilst France (Article XXXI) and the other Signatory Powers (Article XXXII) enter into identical obligations "in respect of so much of the waters of the Niger, its affluents, branches, and outlets as are or shall be under" their respective sovereignties or protections.

It should be remarked here that although seven and a-half months have elapsed since the signature of the Treaty, and twelve months since the assumption of the Protectorate by Great Britain, there is not within this Territory a single authorized person (policeman or official) to protect the foreigners now travelling on her waters.

Chapter VI refers only to future effective occupations of any part of the "coasts of the African Continent," and does not, therefore, appear to apply more specially to the Congo or the Niger than to the Cape, to Egypt, to Tunis, Algeria, and Senegal, or to those vast territories the administration of which Germany, immediately after the Conference, confided by Imperial Charter to the German East African Company.

This Chapter (VI) has in any case no connection with the main subject of this Memorandum, viz., the unrestricted power of Great Britain when she shall have effectively occupied the territory.

It is impossible to read through the Treaty without concluding that Great Britain has over the *terra firma* of her Niger Protectorate as full and irresponsible rights and powers as over any other of her Colonies, or as Germany has over her East African Territory administered by her Chartered Company.

Nor can it be reasonably suggested that, although the wording of the Treaty itself imposes no obligations as to the *terra firma* of the Niger Basin on Great Britain or France, or on any other Signatory Power that may in the future possess any part of that Basin, yet that a general understanding to this effect exists may be read between the lines of the Treaty.

For, where the Powers unanimously desired to establish freedom of trade, and special rights to protection on the *terra firma* (as in the Basin of the Congo) they stated so clearly, specifically, and in detail in the Treaty.

Where, on the other hand, free, equal, and protected transit was alone desired (as on the course of the Niger), Great Britain, France, and the other Signatories made clear and specific engagements to that effect.

Moreover, those whose business it has been to follow closely the French advance towards the Upper Niger from her Senegal Colony, and whose connection and position enable them to obtain accurate and intimate information on this subject, are well aware that France would not have submitted to any restrictions on her full rights of sovereignty on the *terra firma* of her (as yet embryo) Colony of the Upper Niger.

This may, at first sight, seem inconsistent with the fact that she herself had, three months before the settling of "The Niger Navigation Act" (in December 1884) at the Berlin Conference, proposed the extension to the course of the Niger of the principle of free transit. The explanation is that during those few months a complete change occurred in the interests of France in this river.

At the commencement of that period she held (as now) insignificant points on the Upper Niger, whilst she had very considerable commercial establishments on the Lower Niger, which territory she found then passing into the hands of Great Britain, thus blocking, as she feared, her water road to the upper river, and imperilling her interests in the lower river.

During those three months the French flag disappeared from the Lower Niger.

One of the retiring Companies—the largest and most influential French house in West Africa, with a capital of 600,000l.—became bound by its contract with the National African Company (for obvious political reasons) to confine its operations to the Senegal Coast and to the Upper Niger as and when reached from that coast.

The other retiring French Company, which only signed the transfer deeds a fortnight before the meeting of the Conference, was partly paid out by large number of shares of the National African Company, also, of course, for political reasons.

The French press and the French Government were at once made aware that access to the Upper Niger from the lower river was (owing to the 800 to 1,000 intervening miles of the Middle Niger broken by rocks and rapids) not comparable to the route from their own Colony of Senegal.

A reference to the leading Parisian and provincial papers of September to December 1884 (and especially to those which are considered authorities on colonial matters, will show the complete revulsion of feeling on this question, reaching in a few instances to a frank expression of regret that France had, without any advantage, contributed to impose restrictions on her otherwise absolute rights, even over the waters of her own young Colony on the Upper Niger.

This Colony can, indeed, be scarcely said to exist as yet; but should the unfortunate railway from Senegal ever be completed, and a profitable trade be developed, we shall probably see on the *terra firma* of the Upper Niger Basin the same exclusion of foreign commerce that already rules in inner Senegal.

I am not advocating any such policy for Great Britain, nor suggesting that she should not extend to foreigners in the Niger-Benué Territory so long as she thinks fit the same complete liberty and equality with her own subjects which exist in all her other Colonies; but in those Central African regions, inaccessible to ships of war, a firmer and more intelligent policy is necessary than on the sea-board or in healthy climates where a large number of troops can be maintained; and neither life nor property would be long secure unless the administrators of the Territory were empowered to restrict or forbid the sale of certain articles (as, for instance, weapons of offence, explosives, spirits, &c.), and unless Her Majesty's Government were free, without interference from other Powers, to adopt such fiscal policy as they might think advisable, and to remove from the Territory foreigners who should intrigue with the native Chiefs and endanger public peace.

Nor is it destructive of this contention that the equally Central African Free State of the Congo is subject to restrictions and has assumed special obligations to the European Powers; for it has yet to be shown whether the far greater portion of the Congo Basin which is inaccessible to gun-boats can under these conditions be administered effectively, or indeed at all, even with the continuance of the present large annual gratuitous expenditure of the Sovereign of the State, and which the Niger-Benué Territory could not expect Her Majesty's Treasury to emulate.

I would finally suggest that, however strongly the present generation may approve of throwing open our colonial trade freely even to nations which in return handicap the commerce of Great Britain, it is not certain that future generations will take the same view, and it seems undesirable to fetter unnecessarily the hands of posterity, and to throw away the undoubted rights of this country, which might, at any rate at a future date, form a useful lever for obtaining freedom of commerce from foreign nations in other parts of the world.

London, September 11, 1885.

No. 22.

The Royal Niger Company to Sir J. Pauncefoot.—(Received January 11.)

*The Outer Temple, 222 to 225, Strand, London,
January 11, 1887.*

Sir,

I HAVE the honour, on behalf of the Council, to acknowledge receipt of your letter of the 7th instant,* inclosing a Memorandum from the Deputy Quartermaster-General, announcing the fact of the renewed action of France in the direction of the Upper Niger. I have to beg you to convey to Lord Iddesleigh the obligation of the Council for the communication of this interesting news.

The preliminaries leading to this action were well known to the Council, who necessarily keep up intimate relations with political and commercial circles in France.

The moving force is a group of merchants and engineers centred at Bordeaux. No considerable amount of money appears to have been subscribed; but this, unfortunately, is of small importance in dealing with France, where Government appears to be generally prepared to bear all burdens. No lasting result is to be feared from these operations unless the railway connecting the Senegal River with the Upper Niger should be resumed and completed on the probability of which no one could give an opinion of any value.

The Council, by means of their Treaty with the Empire of Gandu—No. 237 of the list inclosed in my letter to you of the 20th ultimo—have done their best to prevent these operations of France (even if successful) extending beyond Timbuctoo towards the Central Soudan.

* Not printed.

It is true that in existing Maps, which are based mainly on Dr. Barth's works of over thirty years ago, the northern frontier of the Gandu Empire is 500 or 600 miles from Timbuctoo; but, during that interval, that Empire has extended to within about 100 miles of Timbuctoo, or a little west of the meridian of Greenwich.

Mr. Joseph Thomson, the well-known African traveller, who lately visited the capital of Gandu on a mission from the Council, states, indeed, that the Sultan of Gandu claims sovereignty over the tribes of Timbuctoo itself; for it must be borne in mind that although this latter town has been, as a centre of caravan routes, better known to the ordinary public than far more important African capitals, it is not the seat of any important Government, nor the capital of any Empire.

Whether Mr. Joseph Thomson is right or wrong, the Council will be quite content if they can succeed in preventing the advance of France, beyond the cataracts which lie between Timbuctoo and the meridian of Greenwich; cataracts which will oppose an absolute impediment to the passage of river gun-boats or merchant steamers of any useful size.

The political personage at the back of this new movement of France is the same well-known General Faidherbe, who was the focus of the efforts made in various quarters in France to dispute British supremacy in the Lower Niger, from the time of the disappearance of the French Companies working there until a few months before the granting of the Royal Charter to the Company, and of which efforts I had repeatedly the honour of informing Her Majesty's Government by letter.

General Faidherbe, who, after the Franco-German war, was for some time Governor of Senegal, was, I am told, responsible for M. Gambetta's dream of founding a great African Empire, to extend from Tripoli (if not from Egypt) to the Gaboon Colony and the Congo, and to be bounded only by the Mediterranean and the Atlantic, excepting, of course, the insignificant British Colonies of Sierra Leone and Gold Coast. It was with this object that he formed the powerful Marseilles Company for colonizing the Lower and Middle Niger and Benue, and which the Royal Niger Company, without any political support, took so much trouble in driving from the field.

I have also in my possession some interesting private papers relating to a concurrent scheme for running a railway from Laghouat in Algeria to the Central Soudan, which would have completed the circle, and, saving Morocco, placed everything valuable in Western Africa (about one-third of the Continent) in the hands of France.

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN,
Deputy-Governor.

No. 23.

The Royal Niger Company to Sir J. Pauncefoot.—(Received January 12.)

Sir, *The Outer Temple, 222 to 225, Strand, London, January 12, 1887.*
WITH reference to my letter of the 20th ultimo, inclosing a list of the Company's Treaties and a Map of the Company's territories, I now have the honour to send herewith a copy of each of the said Treaties, duly numbered in accordance with the list.*

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN,
Deputy Governor.

[ERRATUM.]

The date of the Treaty (No. 237) with Sokoto should be 1st June, 1885, instead of 13th June, 1885.

* See Inclosure 1 in No. 18.

Mr. Macgregor to Sir Villiers Lister.—(Received January 12.)

Sir,

Admiralty, January 11, 1887.

I AM commanded by my Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, extracts from a letter from Captain Hand, of Her Majesty's ship "Royalist," dated the 27th November, with copy of its inclosures, reporting his proceedings on the West Coast of Africa, the alleged revival of the Slave Trade by the Portuguese at Whydah, and the disturbance between the Royal Niger Company and a tribe on Beaufort Island, alluded to in my letters of the 29th November and 13th December, sending copies of telegrams from Captain Hand, reporting a factory, Patani Wari Branch, sacked and the clerks killed.

A similar letter has been addressed to the Colonial Office.

I am, &c.

(Signed) EVAN MACGREGOR.

Inclosure 1 in No. 24.

Captain Hand to Rear-Admiral Sir W. Hunt-Grubbe.

Sir,

"Royalist," at Nun Entrance, November 27, 1886.

IN continuation of my letter of the 2nd November, I have the honour to report that I sailed from Accra on the evening of the 2nd instant in Her Majesty's ship "Royalist."

2. On the 3rd instant I stopped and communicated with the steam-ship "Niger," which had just left Akassa, and learnt from her that, at an engagement up the Niger, three Europeans had been killed, but that the fighting had ceased.

3. I arrived at Jellah Coffee on the 3rd instant, sailing on the evening of the same day, and arrived at Fernando Po on the 7th instant. Light winds were usually experienced, with occasional tornadoes, and, during the last two days, a westerly current.

4. On the 5th instant the French iron-clad "Aréthuse" passed, steering to the south-east, bearing a Rear-Admiral's flag. I saluted with thirteen guns, which were returned.

5. Her Majesty's ship "Express" was lying at Fernando Po, and the Spanish ships "Navarra" and "Ligera." The former has on board the six insurgents, General Villacampa, an officer, and four sergeants, whose sentence of death had been commuted. They are to be exiled on Fernando Po.

6. The "Express" left the same day for Brass for mails, and a Sub-Lieutenant for navigating duties, waiting on board the "Wrangler."

7. I interviewed the Governor on the 8th instant, and obtained permission from him to make the boat-shed and clear the ground for it, also to cut any trees that might be required; but he declined to allow me to erect the shed, as he stated he was only Acting Governor, and the Governor was shortly expected.

8. The "Racer" arrived on the 9th, and on the 10th I proceeded in her to Lagos, arriving on 13th, and sending her back the same day to superintend the building of the boat-shed.

9. I inclose farther information concerning the Slave Trade supposed to be carried on by the Portuguese from Whydah, and the Administrator at Lagos told me he had heard from authentic information that the Dahomians were off on another expedition to secure slaves for the Portuguese from their neighbouring tribes.

10. I intend to order Her Majesty's ships to constantly call off Whydah and the Islands of Princes and St. Thomé, to endeavour to ascertain whether the reports are true, and if slaves are carried on board armed merchant-steamers or foreign ships of war. A Portuguese naval officer told the Lieutenant-Commander of the "Express" that he had carried in his ship the natives from Dahomey to the islands.

11. After surveying the launch and pinnace, by Admiralty Order of the 15th September, I proceeded from Lagos in the "Alecto" to Akassa, and interviewed Mr. McIntosh, the Agent-General for the Royal Niger Company. The pressing nature of the telegram which I received at Accra on the 28th, addressed to Her

Majesty's ship "Aleto," was on account of the result of an engagement which the Company's troops had had with a tribe on Beaufort Island, under the Chief Abaji.

It appears that, having arrived off the island about the 20th October, they commenced landing after having fired, without any apparent effect, into the bush for a short time. Mr. Hurt (late a Lieutenant in Her Majesty's navy), with two clerks in the employ of the Company, Messrs. Devonport and Lupton, were the first to land, and with orders to remain on a certain spot till all the party were landed; he, however, advanced, and in a very short time was shot dead, the two clerks sharing his fate. The Elmina men then ran, and the telegram alluded to above was at once dispatched.

12. It appears nothing was done until the next day, when they again fired into the island, and afterwards landed all their force, only to find the place had been deserted. They then returned down the river, had a palaver with some natives at Patani, a factory down Wari Branch, whom they dashed, and then proceeded to Akassa. On their way up they had burnt a village at Imblama, where the launch, taken with Mr. Young on board, was recaptured; but, I am informed, not for taking the launch, but for killing a woman belonging to another tribe.

This village is only a few miles from Patani.

13. Believing that fighting had ceased, and that all was quiet in the river, I proceeded on the 22nd to Amba Bay to communicate with the Vice-Consul, but as he was not there I left the same day for Fernando Po, arriving the following morning. I am making the subject of a separate letter the desirability of establishing a coaling-station on Mondoleh Island, on English soil, instead of on Fernando Po.

14. I found on my return to Fernando Po that a day or so after I had left, the Acting Governor had stopped the building of the boat-shed. He gave me at my last interview no definite reason for so doing.

15. I have informed Lieutenant-Commander Izat that, in my opinion, he was quite justified in proceeding up to Imblama, considering the critical state of affairs in that district, and also that in a very short time it would be impossible for a ship of war to ascend the river.

16. On the 24th I was preparing to sail for the Cape when the steam-ship "Kuka," belonging to the Royal Niger Company, called off the port and sent by the Officer of the Guard a letter from the Agent-General of the Royal Niger Company, asking for assistance in consequence of the factory at Patani having been destroyed and the clerks killed (I subsequently discovered the clerks were natives of Sierra Leone), and fearing further hostilities, a copy of the letter accompanies this. I at once dispatched the "Wrangler" to Bonny with a telegram to the Admiralty, and proceeded at noon with "Racer" and "Aleto" for Akassa, arriving off the entrance of the river the following morning. I learnt from the Agent in charge at Akassa that many tribes were getting hostile who had been friendly, and that these were trying to stir up other tribes to attack the Company's establishments; in fact, they were fearing great trouble all up the river, and urgently requested me to make a demonstration in the Company's steamers. This could not be done at once, as the steamers were unfit to receive a crew, and there was no pilot available.

17. The Chiefs located at Brass Town are also showing a turbulent spirit.

18. It is not very difficult to discover the cause for the present state of affairs, which are assuming a graver aspect than the usual petty troubles which periodically have occurred up the River Niger.

19. The Royal Niger Company have, for the past few months, been enforcing the laws comprised in their Charter, and consequently caused much ill-feeling amongst many of the native Chiefs for these reasons: Firstly, the number of factories has been reduced by half, thereby closing many of the markets; secondly, the natives living on the tributaries and branches have to pay duty for produce which formerly they obtained free. It would appear to have been a short-sighted policy on the part of the Company to endeavour to enforce laws which they must have known would irritate the natives without first placing a sufficient force at the disposal of their agents.

20. In conclusion, considering the state of affairs, which I trust I have made sufficiently explicit, it seems to me an occasion when a show of force at an unusual period might have a very beneficial effect, both for the safety of life and property. I therefore determined to make a demonstration in the river steamers, telegraphing my intention at the same time to the Admiralty, and, if necessary, punishing any of the tribes who might show hostility; but I honestly confess I do not believe the troubles that are brewing will be averted for any lengthened period unless the Company strengthen very considerably the hands of their agents by largely augmenting the small force at present at their disposal.

21. Taking a more general view of the aspect of affairs, it would appear a short-sighted policy for a chartered Company, granted considerable territory, to secure only one outlet for their produce, and that a very imperfect one, for it is possible that the disturbance which must arise from the monopoly established by the Company may lead up to political questions. There are many agents of foreign houses in the other mouths; these, when their trade fails and lives become imperilled, will naturally appeal to their own Governments. If that should result in a foreign flag being hoisted in any of the Oil Rivers, it means endless trouble to the Royal Niger Company. It would be better for the future of the Company if they faced the difficulty at once, and included in their charter the whole of the Oil River seaboard from Lagos Colony to Rio del Rey, including Amba Bay as a health resort and harbour.

I have, &c.
(Signed) G. W. HAND.

Inclosure 2 in No. 24.

Affidavit of Padona, a Prince of the Kingdom of Frah-Katanu.

PADONA, a Prince of the Kingdom of Frah-Katanu, makes oath and say as follows:—

About three months ago I was at Abrikete, a place on the sea-side of the Lagoon, distance six hours' journey by canoe from Whydah. There I was told there was a slave-ship at Whydah. Mr. Green, the officer in charge of Katanu, had previously told me that he had heard reports of vessels going to Whydah for the purpose of slave dealing, and asked me, as I traded in the neighbourhood, to furnish him with any information I could obtain on the subject. In consequence of that, I went to Whydah. There I saw a three-masted screw-steamer; she flew the Portuguese flag at the fore-mast and the English flag at the after-mast. I saw the captain of the vessel on shore. He spoke Portuguese, as I know from hearing him speak, and from having been taught a little Portuguese by my brother Francisco, who was some time at the Brazils. I heard the captain tell Charchar, the leading Mulatto at Whydah, that he had got the slavery palaver settled by the English and the French, and now he wanted to be supplied with slaves. Charchar's real name is Juan. He is the grandson of a European, and the King of Dahomey appointed his father Headman of the Mulattos, and gave him the name of Charchar. Juan inherited that name from his father. Juan agreed to supply the captain with slaves. This was in Juan's house. I was present, having followed the captain there with a crowd of other persons.

After the conversation the captain went on board. The next day I saw tobacco, bales of cloth, and bales which, when opened, I saw contained twine. Later that day I returned to Obrikete, where I stopped for about a fortnight. Then I heard that the ship at Whydah had discharged all her cargo, and that they were supplying her with water. I returned at once to Whydah. I went to a friend of mine, who said that one of his slaves had offended him, and in my presence he took the slave away, saying he would change him for one of a 100 about to be shipped. In less than an hour my friend returned with another slave, who has worked for him since. Next day my friend, whose name is Yassum, told me that the 100 slaves had been shipped. I did not see these slaves myself. I returned to Obrikete, and five days' after learned that more slaves had been shipped. I then went to Katanu, and reported the matter to the officer in charge. Whilst I was with him a man came, and in my presence told Mr. Green that he was a slave who had escaped from Whydah; that he had seen me at Whydah; that after I had left another 100 slaves had been shipped when I was at Whydah. I heard the captain tell Charchar that he had plenty of guns, and if any one interfered with him he could fight.

(Signed) PADONA, his X mark.

Sworn by the said Padona, at Lagos, on the 21st day of October, 1886, this affidavit having been first read over and explained to him in the Yoruba language by Thomas W. Johnson, Interpreter of Courts.

Before me,

(Signed) ED. H. RICHARDS, *Acting Judge.*

(Signed) T. W. JOHNSON, *Interpreter of Courts.*

Inclosure 3 in No. 24.

Affidavit of Falolu, a Native of Shaga.

I, FALOLU, a native of Shaga, make oath, and say as follows:—

When I was a young boy the Dahomians made war against my country, and I was captured and taken to Dahomey, where I remained as a slave to the King until three years ago.

Then the King gave me as a dash to a man named Saramoo as a slave until four weeks ago. About that time Saramoo sent me with his brother, Ogunyemi, to Porto Novo. On our return through the Toché Creek I jumped out of the canoe, and claimed the protection of the Houssas stationed there. Afterwards I accompanied a Houssa to Lagos. Three days after the new Moon, before the present Moon (29th Aug.), I left Porto Novo for Whydah. On arriving there two days later (3rd Sept.), I saw in the Roads a three-masted vessel. I believe that it is a sailing-vessel, because she did not blow a steam whistle, and stayed longer than the steamers do. It had no funnel. The vessel flew one flag which I believe was the Portuguese flag. I went to the beach with a crowd of people, to see the captain come on shore. He was accompanied by soldiers. The surf-boat made three trips and landed about forty soldiers, whom I helped to lift one out of the boat. They wore dark blue peaked caps, tight dark blue jackets, with brass buttons, white trousers, and black boots. They had white waist belts, and black ammunition bags, side arms, and rifles; one carried a sword, but no rifle. When the soldiers had landed we went to the house of one Charchar, where I saw the captain, my master, Saramoo, Chief Yovogan, Chief Wenoo, Chief Adjovi, Chief Attindeum, and Chief Nechire. They were all sitting drinking. I sat on the floor beside my master. The captain spoke in a language I could not understand. A clerk interpreted into the Popo language, and stated that the captain said that he had come to buy slaves; that he had settled the dispute with the people who used to catch the slave ships; and that he wished Chief Nechire to send and tell the King of Dahomey, that if he had caught any slaves in war he should send them to Whydah, and the captain would buy them. That was all that was said then.

Four days after I went to Porto Novo. On my return to Whydah, a few days later, my master told me to come to the beach, as he was going to see about shipping slaves. On reaching the beach I saw a number of persons and slaves ready for shipment. The slaves were wearing shirts and trousers made of grey boft. They were in a shed on the beach. There were about 200 of them, and they were guarded by men belonging to the Chiefs. They were not fettered in any way then; but on our way to the beach I had seen them at Chief Yovogan's premises. There each had an iron collar on the neck, all of which a long chain passed. I afterwards saw about a 100 slaves shipped off the beach to the vessel. My master and I left the beach at 2 o'clock. I saw the ship had left the Roads two days before I went to Porto Novo, the journey that I ran away.

Twenty of the slaves on the vessel were shipped by my master, ten in my presence, and ten on another occasion. My master owned about eighty slaves. We used to make palm oil at a place distant a day and a-half's journey from Whydah. It is called Tofo. I have seen two other slave vessels at Whydah besides this one.

(Signed) FALOLU, his x mark.

Sworn by the said Falolu, at Lagos, this 28th day of October, 1886, this affidavit having been first read over and explained to him in the Yoruba, by Thomas William Johnson, Interpreter of Courts.

Before me,

(Signed) ED. H. RICHARDS, *Acting Judge.*

(Signed) T. W. JOHNSON, *Interpreter of Courts.*

Inclosure 4 in No. 24.

Mr. D. McIntosh to Captain Hand.

Sir,

Akassa, November 21, 1886.

SHORTLY after your departure to-day, I received from the District Agent of the Wani district very alarming news of the state of affairs at Patani, a large turn

about twenty miles down the Wari branch of the Niger. Our factory there has been sacked, one clerk killed, and two clerks missing; I fear they, too, have been killed.

I proceed at daylight to-morrow with ammunition, and to fetch such force as I may be able to obtain from our Constabulary stationed between Omtska and Lakoga.

In the position of danger which our people are placed at Patani, I am constrained to apply to you for such assistance as you may be able to spare in the way of officers, men, and guns. As the water is falling, it would scarcely be advisable for one of Her Majesty's ships to ascend the river. I would, therefore, place the steamers of the Royal Niger Company at your disposal for the conveyance of any force you would detail for the service.

In the course of conversation to-day, you mentioned that you would not be able to send any force up the river, in the event of our requiring such assistance, without first receiving instructions to do so from the Admiralty; but I venture to hope in the present emergency, and considering the great danger that will infallibly arise if immediate and strong action is not taken, as the hostile spirit shown by the Patanis against us will soon spread all along the river, that you will not hesitate to render at once the help it is in your power to afford, and which I have the honour now to ask for, and by virtue of the terms of the Royal Charter granted to the Company, I respectfully claim at your hands.

I have, &c.

(Signed) D. McINTOSH, *Agent-General of the
Royal Niger Company (Chartered and Limited).*

No. 25.

Mr. W. F. Lawrence, M.P., to the Earl of Iddesleigh.—(Received January 15.)

*The Liverpool Office, 3, Storey's Gate, Westminster,
January 8, 1887.*

My Lord,

I HAVE to acknowledge your letters dated the 3rd and 12th November.*

I notice with satisfaction that the National African Company have at last exerted themselves to recover Messrs. Lander's launch, and apparently with some success. But your letters are silent as to the detention since October 1885 of the three native children by the Company, which was the cause of the capture of the launch. The matter is of importance as illustrating the action of the Company's officials in these parts. I have had the opportunity of inspecting, at the Church Missionary House, the account of certain of its agents who went up in the Society's steam-ship "Henry Venn" to rescue Mr. Yamy. I inclose herewith a transcript (abbreviated by myself) of the record of the proceedings sent home to the Church Missionary Society by Arch-deacon Crowther. I have also seen a letter from the latter, saying that the captured children were two girls aged 18 and 8 respectively, and a boy aged [?].

2. In June 1886 Mr. Flint told one of my informants that he knew where the children were, and would not return them. The detention of three innocent children for the theft of two puncheons of rum seems a singular development of the *lex talionis*.

3. Your letter states that Messrs. Lander's launch had gone up at an insecure time, but I am told that it had been up three times since Christmas 1885, and that the launch of Messrs. Hatton and Cookson had just come down in safety. At a conference of African merchants at which I was present it was denied that there was any extra cause for insecurity in May last.

4. As to the terms of the Charter being sufficient guarantee against monopoly and differential duties, I beg to refer your Lordship to a speech delivered by Lord Aberdare at a general meeting on the 16th July, 1886 (copy herewith), wherein it is evident what is the aim of the Company in using its Tariff powers.

5. The 100*l.* trading-licence is simply prohibitive to small traders, who can only trade at one place. It avails them nothing that the licence covers trading at a hundred markets. There is no such licence required at Lagos. And in the matter of special Tariffs, compared with Lagos, that on the Niger is excessive: tobacco costing 6½*d.* to 7½*d.* per lb., duty at Lagos 2*d.*, Niger 6*d.*; spirits, 10*d.* to 11*d.* per gallon, duty at Lagos 6*d.*, Niger 2*s.*; double these duties being charged at places in the higher reaches of the Niger. Also, there are no export duties at Lagos, while in the Niger I am told they are very heavy. The Tariff appears to have been put in force before receiving the sanction of the Home Government.

* Not printed.

6. The Berlin Convention says that the navigation "shall not be exposed to any obligation in regard to landing-station or depôt," &c.; but the import customs duties issued by the Company seem in direct contravention to this requirement.

7. The statement in the Charter that the Company were the only European traders in the river does not seem quite borne out by the facts. Messrs. Stuart and Douglas had for more than forty years factories at Benin, Brass, and the Calabars, which were fed by native traders coming down the Niger. These native traders are the riverain tribes, all of whom, about two years ago, were, by Protectorate Treaties, assured by Her Majesty's Consul of Her Majesty's "favour and protection," which, presumably, would mean that they should have continued right of access to the markets to which they had been accustomed.

8. The Company by its present action is destroying the rights of these native traders, and also the trade of the European merchants who purchase the native produce. The restrictions on landing seem specially injurious to these riverain tribes. Your Lordship, no doubt, has read an account of the conflict which has already taken place between the Company and the natives, in which three or four white men, besides a number of blacks, are reported to have been killed.

9. The grievances of the outside traders in the matter of Tariff are apparently aggravated by the fact that the Company that fixes the Tariff is also a competitor in their trade. It is evident that the goods of the Company have every chance of getting placed on the market on much more favourable terms than those of outsiders; and the most stringent Regulations on paper as to Returns to be sent to Government, &c., can do but little to check the undue favour which the officials of the Company must grant to their own goods.

10. An undefined extent of territory, while in a measure unavoidable, tends to cripple private enterprise outside the present limit of the Protectorate, because it can never know when its operations may not be put an end to by an extension of the commercial suzerainty of the Company.*

11. There seems every reason to believe that little was known of the granting of the Charter before it was already conceded, otherwise it is improbable that such powers would have been given to the Company without outside traders objecting to them.

12. Your Lordship makes no reference to the copy Treaty with which I was able to furnish you. It seems of the highest public importance that the Company should publish the Treaties *in extenso* which are named in the Schedule to the Charter. By so doing they would tell other traders the area they claim for their Protectorate, and show the Government what are the powers given them by the natives which the Charter permits them to exercise.

13. I am requested to ask your Lordship, before confirming any further acquisitions of territory by the Company, to communicate with the Liverpool African Association, in case they may wish to lay their views before you more fully.

14. The complications likely to arise from the dual character of the Company are evidently such that I am inclined to think some modifications of the powers conferred on the Company will alone mitigate them, and I am asked by many influential South African merchants to press on the Government the propriety of rescinding the Charter.

The North Borneo Company, which may have formed some precedent to that of the Niger, is not a trading Company, or at least, does not directly engage in trade.

I am, &c.

(Signed) W. F. LAWRENCE.

P.S.—I have the honour to inclose you statement by Messrs. Stuart and Douglas, an old-established firm in those parts, which seems worthy of your perusal.

W. F. L.

Inclosure 1 in No. 25.

Messrs. Stuart and Douglas to Mr. W. F. Lawrence, M.P.

Dear Sir,

Liverpool, December 15, 1886.

IN compliance with your suggestion, we beg to submit our views respecting the position of trade in the Palm Oil Rivers on the West Coast of Africa (between Benin

* I gather that if the powers of the Company were confined to the country adjacent to the Niger above Onitsha there would not be as much complaint from other traders.—W. F. L.

and Old Calabar inclusive), and the Royal Charter granted to the Royal Niger Company as affecting such trade.

We have been trading to the coast of Africa for a period of more than forty years, having trading stations, termed factories, at Benin, Brass, New Calabar, Bonny, Opobo, and Old Calabar, and have a large capital invested in the business.

The Royal Niger Company (late the National African Company), Chartered and Limited, was formed in 1882 by the absorption of the Niger business of several firms who had been trading up that river for five or six years.

Her Britannic Majesty's Consul about two years ago arranged a British Protectorate of the Oil Rivers before named, the native Rulers signing Treaties which assured them of Her Majesty's "gracious favour and protection." We submit that the true meaning of the phrase is that the right of access to all the markets the natives have been accustomed to frequent should be continued to them, and they so understood the Treaties.

The Royal Niger Company having themselves negotiated Treaties by which the natives ceded their territories to the Company and gave them exclusive trading and sovereign rights for 30 miles on each side of the Rivers Niger and Benué, those Treaties with all the accruing advantages have been confirmed to the Company by the grant, upon their Petition, of a Royal Charter in July last.

One condition of the Charter to which we direct your particular attention stipulates that the Company shall not "set up or grant any monopoly of trade."

The Niger Company having by their Treaties and Royal Charter acquired exclusive trading and sovereign rights, are authorized by another clause of the Charter to levy duties to defray the costs of administration. Accounts of the receipts and expenses under this head to be furnished to the Foreign Secretary when and in such manner as he may direct. The Foreign Secretary has power to order any modification in the rates leviable and as to their expenditure.

The Niger Company has given formal notice that, commencing on the 15th September last, duties will be levied on all merchandize entering or leaving the Niger. The rates of duty (equal in the case of the Lower Niger, in most cases, to more than cent. per cent., and double duties for the upper portion of the river) are so extortionately high, that they are prohibitive, as they are doubtless intended to be. The Niger Company has thus unblushingly set up a monopoly so extraordinarily unjust as to be almost incredible. To illustrate this we may mention that spirits which cost, laid down in Africa :—

Rum, 1s. 2d. per gallon, pay 2s. per gallon duty.

Gin, 2s. 3d. per gallon, pay 2s. per gallon duty.

Tobacco costing 7d. per pound laid down, pays 6d. per lb. duty.

Salt costing 42s. per ton laid down, pays 20s. per ton duty.

All goods intended for places higher up the Niger than Lokoja, a town and trading station close to the confluence of the Benué with the Niger, pay double these duties. With duties such as these, trading by any one save the agents of the Niger Company is utterly impossible; their object being to stop all trading except by themselves, and as there can thus be no competition in the regions ceded to them, they can buy produce at whatever prices they choose to pay. We have heard that already their action towards the native traders is most oppressive, and that they are using their power of monopoly, which should never in these days of free intercourse between nations have been sanctioned, to grind down the native traders to most iniquitously low prices.

The bulk of the trade hitherto carried on by the native traders of Brass has been with markets up the River Niger. In consequence of the monopoly set up by the levying of the prohibitive duties already referred to, access by them to the Niger is no longer possible, and their means of livelihood are nearly all gone. This loss of trade means ruination and starvation to the natives of Brass. It also means that we merchants now trading to Brass, who there buy the produce brought by the natives of Brass from markets up the Niger, the trade having been destroyed by the Niger Company monopoly, will have to relinquish our stations there to our heavy loss, having a large amount of capital invested in the river, also commodious factories at which the trade is conducted. Were the Brass native traders allowed to frequent their long-resorted-to markets on equal terms with the Niger Company, that Company, trading on equal terms, with all their appliances and rapid means of transport, should be able to carry on their trade advantageously without a resort to prohibitive and monopolizing duties. Healthy competition does not suit the policy of the Niger Company, hence the monopoly they have set up.

The assurance contained in the Protectorate Treaties concluded by the Consul with the natives of the Oil Rivers of Her Majesty's "gracious favour and protection," and the prohibition of monopoly provided for in the Charter, ought to be sufficient argument to induce the Foreign Secretary to direct that the ancient right of the Brass natives to resort to their long-accustomed markets up the Niger shall be fully restored to them without payment of duties, and without molestation or interference of any kind on the part of the Niger Company. The native traders of New Calabar also deal with markets up the Niger. Their access to these markets is now forbidden by the Niger Company. The Foreign Secretary ought to be urged to direct that these traders also shall have perfectly free intercourse with all their markets as heretofore, without the exaction of duties or interference of any kind.

We have to point out that the duties leviable being for the purpose of defraying the costs of administration only, all goods entering or leaving the Niger, not only the property of outsiders, but also everything belonging to the Company itself, should be dealt with in the accounts to be furnished to the Foreign Secretary.

That being so, we cannot believe that such exaggerated rates of duty are necessary to provide funds for administration. But whatever rates of duty may ultimately be authorized by the Secretary of State, we maintain that the Protectorate Treaties negotiated by the Consul ought to be a sufficient warranty for freeing the whole of the native traders who have so long done business in the Niger from all taxation. The action of the Niger Company is no benefit to the natives, nor to the civilization they so much vaunt, nor to European merchants, but is intended to crush native traders who reside in the rivers between Benin and Old Calabar inclusive, and English merchants who have hitherto so long dealt with the natives, to the great benefit of this country, and to the satisfaction of the natives, out of existence.

The merchants here, not knowing what territories are included in the Schedule of Treaties at end of the Royal Charter, applied to the Foreign Office for copies or for a definition of same, and were referred to the Niger Company. This reply is very unsatisfactory, as the Foreign Office ought to know exactly what they have sanctioned. This act of discourtesy to the merchants ought to be strongly impressed upon the Foreign Secretary, and precise official information should be forthcoming without delay.

The acquisition by the Niger Company of such vast tracts of territory, their powers under the Charter to acquire more territory, and the levying of prohibitive duties, have all combined to establish a monopoly the like of which has not been known in modern times. No monopoly can benefit those over whom the monopoly is exercised. The Royal Charter can never have been intended to confer a monopoly so thoroughly at variance with the spirit of the present age.

The monopoly of the Niger Company, under cover of the Royal Charter, has inflicted so grievous a wrong upon the rest of the community—who cannot, by reason of the prohibitive duties, trade on equal terms with the Niger Company as the Charter declares they shall—that the power of revocation in the Charter reserved to the Crown should immediately be recommended to the Queen in Council by the Foreign Secretary.

Scarcely anything was known by us, previous to the granting of the Royal Charter, of the Niger Company's desire to possess such an instrument. Had we been fully aware of what was petitioned for, we would have interviewed the Foreign Secretary, and would have shown strong cause against the granting of the monopoly authorized by the Charter.

The preamble to the Royal Charter recites that the Petition of the Niger Company states they "have purchased the business of all European traders in the regions aforesaid [various territories in the basin of the River Niger], and are now the sole European traders there." It has long been the opinion of Europeans frequenting the coast of Africa that the rivers between Benin and Old Calabar inclusive are outlets of the Niger. If that is so, the term "Basin of the Niger" may embrace the rivers (between Benin and Old Calabar) where the large oil and kernel trade has been for so many years carried on. In fact, creeks running out of the Niger are known to communicate with some of the said rivers. We believe that the Niger Company have had the intention, if they can so arrange, of bringing all the rivers named within the scope of their Company's operations. Their allegation, already quoted, of having "purchased the business of all European traders in the regions aforesaid," was made with the express intention of misleading the Government, and giving them to understand that all the extensive business of other African merchants and ourselves for so very many years carried on between England and the Oil Rivers before named (and

which business superseded the Slave Trade, with its attendant horrors) had been bought up by the all-absorbing Niger Company, whereas, as we have shown, the life of the Company and the firms which preceded are, so far as the Niger is concerned, comprised within the space of about ten years. Most of the firms alluded to had not been carrying on trade for a sufficient length of time to get thoroughly well established, or even very well known.

It would have been prudent for the British Government to have fully investigated the Niger Company's application for a Charter, by sending out to Africa a "Commission of Inquiry" before conceding to the Company such extraordinary powers. We conceive that such a Commission would have reported against the Charter, because the prohibitive duties have set up a monopoly and prevent that free intercourse with the interior markets, and trading on equal terms, which the Charter expressly says shall be maintained.

We will do our best to bring about a revocation of the monopoly allowed by the Charter, but in the meantime we suggest that the Foreign Secretary be desired—if he is asked to confirm any further acquisitions of territory—to withhold his approval until he has communicated with the Liverpool African Association, so as to give the merchants here an opportunity of looking into the matter, and if they see it needful—as they probably will—of protesting against his confirmation being accorded.

Owing to the want of maps of the country to the eastward of the Niger and south of the River Benué, we are in much doubt as to the meaning of the expressions in the Royal Charter, "Basin of the River Niger," and "the River Niger, its affluents, branches, and outlets, or the territories neighbouring thereto."

We are of opinion that any interpretation of these phrases favourable to the Niger Company will seriously and ruinously affect the trade at present carried on in the Rivers Benin, Bonny, Opobo, and Old Calabar, in addition to being ruinous to Brass and New Calabar.

We commend all the within to your earnest consideration with a view to action being taken to induce the Foreign Secretary to either greatly modify the powers of monopoly conferred upon the Niger Company by the Royal Charter, or to revoke the Charter; the latter course being, according to the general opinion, the most desirable, and, in fact, the only proper one to pursue.

It must be quite evident to any thinking person that the power of the Niger Company to levy duties puts them in the position of monopolists.

Power to levy duties ought alone to be in the hands of a Government who are independent of trade, not in the sole hands of a Company trading for their own benefit. This is a most strong reason for requiring the revocation of the Charter.

Accompanying this we beg to hand you a copy of the Royal Charter, a copy of Notice levying duties, and a copy of the Notice requiring trade licences.

We will be glad to supply any further information you may desire, or to explain any points that may not be quite clear.

We are, &c.
(Signed) STUART AND DOUGLAS.

Inclosure 2 in No. 25.

Memorandum.

ON the 15th May, about 12 o'clock, four Europeans, with Mr. Hales, of the "Henry Venn," came to the Mission-station. They represented the different firms trading in the Brass River, namely, Mr. Sohneke, of Harrison and Co.; Mr. Cockburn, of Stuart and Douglas; Mr. Jinks, of Decardi and Moore's nut-cracking firm; and Mr. Baker, of Landers'. They asked if I had heard of Mr. Young's capture by the natives of Emblama. I said, "No." He handed me a letter (copy herewith). They came to ask for the steam-ship "Henry Venn," being the only steamer available to take them up for his release (subject to certain conditions, this was agreed to).

In about two hours' time all of us were on board; Mr. Townshend, of Hutton and Cookson's, joined us. We weighed anchor about 3, and anchored at Akassa at 6 o'clock. All the gentlemen went ashore to the National African Company's house. I stayed on board (for result of conference see letter No. 2*). Weighed anchor 5:30.

May 16, Sunday.—This I distinctly made known that I allowed just because we are on an errand of mercy, as a day might make a great difference in the position of Mr. Young. . . .

* Not printed.

May 17, Monday.—Weighed anchor 5 o'clock. Crossed Mr. Sohncke's launch going down to Brass, and from the clerk on board, Mr. Baker received letter No. 3.* Anchored off the first group of Emblama villages. Mr. Sohncke and Chief Cemmar, who was brought up by the gentlemen as interpreter, went on shore to see the King. We steamed up to the higher village, where the launch was detained. Mr. Cemmar went on shore to call on board the man who sees Mr. Young. He positively refused to come on board, but after he was told that this is a Mission-ship, and consequently a ship of peace, as well by some Brass melon traders who were there that I was on board, with Mr. Hales, belonging to the Society, he became confident and came on board with three men; the King of the lower village also came on board, all feeling and looking safe on board the Mission-ship.

The palaver was opened by Mr. Cockburn, the Chairman of the Court of Equity, by asking why Mr. Young was captured.

The man who effected the seizure, Akigbong by name, confessed that he stole two puncheons of oil from the National African Company, which, when discovered, he returned, after which the Company seized three persons belonging to Emblama last year, and though they have begged and promised to pay over, the three persons were not returned. Seeing no other way to get their people, he seized Mr. Young as a white man, simply to get back the three persons, who belonged not to him, but to another family.

He was told Mr. Young belonged to Brass, not to Akassa, but he argued he had been seen with the National African Company some time. I put in that though they were right in that, yet in English country every man is free to work where he likes, and is not tied down to a Chief; that Mr. Young had left the Company long ago, and was working for another person, and now he resides at Brass.

I also gave him to know that these European gentlemen are their friends, whose factories they know have been established at Brass long ago, and from them the Brass men who trade with Emblama and these Delta places get goods, which Brass men bring up to them, and it is just as if they were flogging their friends to hurt one who has done them wrong.

After further arguments the man said that he cannot say there that he will release Mr. Young or not till he had gone to the town and consulted his people, so the meeting broke up. . . . In half-an-hour the message came that the gentlemen should come ashore to finish the palaver. After hours of talking the people refused to give up Mr. Young till they had heard from Mr. Bedford if he will deliver their three persons.

We steamed up to Ogberi, where Mr. Bedford resides as District Agent. The gentlemen went on shore, and did not return on board till very late at night, with no satisfactory answer. Mr. Bedford, it is said, let out that he wishes to capture the man Akigbong himself, and that they should try their best to get Mr. Young out, even if he would entertain the idea of delivering up the three persons. Mr. Flint, the General Agent, was not in the Delta to give the order, and would not return from the Upper Niger in less time than a week hence.

May 18, Tuesday.—Steamer down to Emblama; the gentlemen went on shore for the final palaver, which lasted two hours. As they could not get the three persons, the natives, I heard, told the Europeans, either, first, to guarantee themselves or Brass men to get them their people, and Mr. Young would be released; or, second, that the gentlemen catch one of the National African Company's white men, and deliver him to them in place of Mr. Young, and instantly his release will be effected.

They told them that it was impossible for them to do either, and thus the matter ended; the gentlemen returned on board after seeing Mr. Young provisioned, and telling him that we shall go down to the coast immediately, and represent the case to the Consul, who may be able to get the three persons and obtain his release.

Inclosure 3 in No. 25.

Newspaper Extracts.

THE NATIONAL AFRICAN COMPANY.—The sixth ordinary general meeting of the National African Company (Limited) was held yesterday at the City Terminus Hotel.

The Right Honourable Lord Aberdare, G.C.B., presided, and in moving the adoption

* Not printed.

of the Report, reminded them of the Special Report which the Directors issued last December. Up to that time they had been in a position to declare a dividend on account, but, as prudent men, they felt last December that they could not venture to do that, as they were, from the nature of the trade carried on, to a certain extent in a state of ignorance as to the exact condition of their affairs.

They had stated in the Special Report that it was impossible to forecast whether a moderate profit would have been earned, or a moderate loss incurred, during the year 1885; but since then there had been a fall in the value of their principal produce, and there had been a loss, in round figures, of 40,000*l.* on the year (after writing off the usual depreciation on steamers and factories, amounting for 1885 to 20,312*l.*). This loss was mainly owing to the fall in the prices of their produce, but it was also owing to the diversion of the staff and the vessels of the Company in connection with the necessary policy of concluding Treaties with all the riverain Rulers. They had also recently purchased the property of a very powerful French Company, whose operations they had found to be most injurious to them. They at the same time had acquired the produce of that Company at prices which were then considered very advantageous for the Company, but some loss had since occurred on the sale of that produce. The goods which they had taken over from the French Company, which that Company had stored up for barter, had, however, now a much larger produce value than they had when they took them over. They would not require to incur much outlay in connection with ships or goods for some time to come.

With regard to the position of the Company on the Niger and the Benué, when the Company was formed and purchased the rights of the three Companies which were then established on the Niger, there existed only one small French Company, whose operations hardly affected trade in any way, but towards the end of 1883 and in 1884 an extraordinary enthusiasm was aroused throughout Europe—and especially in France and Germany—for extending their commerce and their Colonies. One result of that state of feeling was that a powerful and most respectable French Company established itself on the Niger, and carried on the competition to which he had referred.

They then felt that if France and Germany were to establish themselves on these rivers, and carry on that deadly competition which would be inevitable, they might say "good-bye" to any profit from their trading, and it was therefore a matter of life and death for the Company to become possessed of the rights to the banks of the rivers. It was for that object that they had bought up the three Companies at a cost of 160,000*l.*, and it was with that object that they had diverted the energies of their men and the employment of their ships towards the completion of the riverain Treaties.

He was now in a position to state that they had concluded Treaties along the whole length of the Niger where it was within the bounds of possibility that they would carry on their trade, and along the whole extent of the Benué where trade could be profitably carried on, so as to have acquired sole sovereign rights for 30 miles on each side of those rivers.

Their Special Report last December referred to the mission of Mr. Joseph Thomson to the Sovereigns of two of the largest Empires in Central Africa—those of Sokotu and Gando. They had obtained from them not only the confirmation of all the rights which the Company had on the rivers over which they were paramount Sovereigns, but they had also entered into special and exclusive arrangements for trade in those countries.

They had dwelt in the Report upon the great obstacle which their trade had experienced from the want of a recognized position on the Niger, the difficulties they had had in the administration of police and government, and the danger they had been anticipating on all sides from foreign, and especially from German, intrusion. They had therefore attached immense importance to the acquisition of a Charter.

Without dwelling upon those administrative impediments which were more or less found in Constitutional Governments, they had had three different Governments to deal with; but the delay which had occurred had been in no respect due to any disinclination on the part of any of those Governments to further the objects and policy of the Company.

They had received from the Government of Lord Salisbury, he being himself at that time his own Foreign Secretary, fully as much encouragement and support in their objects—feeling, as Lord Salisbury did, that those objects were for the ultimate benefit of British trade—as they had had from the Government of Mr. Gladstone and his Foreign Secretary.

He was now glad to announce that at the Council held at Windsor on Friday last the Charter was passed. The Charter, after reciting the proceedings of the Company, their Treaties, and the cession of territories by native Rulers, their expenditure of money, &c., authorized the Company to hold and retain the full benefits of the said cessions for the purposes of government, preservation of public order, protection of the territories, &c., on certain conditions as to fulfilment of the promises made to the Rulers, respect for native law and religion, and the gradual abolition of domestic slavery.

They were authorized to acquire by negotiation fresh cessions of territory, which were as much recognized as the original Treaties. These powers were to be exercised in conformity with the Treaty of Berlin and other Treaties which might be entered into by the Government.

As to the prohibition of monopoly, and the equal treatment of all traders of all nationalities, that might appear to some of the shareholders rather formidable, as letting in the competition from which they had suffered; but the Government had given them power "to levy customs duties and charges for the purpose of defraying the necessary expenses of government, including the administration of justice, the maintenance of order, and the performance of Treaty obligations," and including provisions, "to such extent and in such manner as the Secretary of State might from time to time allow, for repayment of expenses already incurred for the like purposes or otherwise in relation to the acquisition, maintenance, and execution of Treaty rights."

Having pointed out the advantages which the Company had thus acquired, he said that some shareholders might ask whether it would not have been better for them to have gone on as a commercial Company, and not have endeavoured to obtain these large political rights; but his answer was that such rights were absolutely necessary, for arrangements must be made with native Princes. They had found already, with the comparatively small competition offered to them, that constant expenditure had been necessary in having agents everywhere to counteract the proceedings of competing agencies.

He had referred last year, in answer to a question, to the steps which had been taken by a German Company to establish themselves on the Niger, and especially on the Benué. The Germans had fought hard for their right to do so, urging as one of their principal reasons that the Benué had been first discovered and described to Europe by Dr. Barth, an eminent German traveller. Their answer was that this was true, but that Dr. Barth was at the time in the employ and the pay of the British Government. This claim had been set aside, and the German Government, with very good grace, had acceded to the issue of the Charter.

At the date of the Report the liabilities of the Company were 111,000*l.*, but they had since been reduced to 78,000*l.*; and during the course of the present year large supplies of produce would be coming in at the end of the dry season. What that produce would realize would, of course, depend greatly on what might be the price of such produce when it arrived. Since the period of greatest depression the price of these articles had risen about 3*l.* per ton all round, and should that advance be maintained—and especially should it continue—it was very likely that the Directors would be able to dispense with making the call of 10*s.* in the autumn, the possibility of which, however, they had thought it necessary to foreshadow in the Report. They had every desire to treat the natives with perfect fairness, and to give them what they were entitled to for their produce, but they now had a power of reducing the prices of produce which they did not before possess; and that power they would exercise. He trusted that when they next met the anticipations which had guided them in the policy they had pursued in obtaining the Charter might be so far realized that they might be able to give a more prosperous account of the proceedings of the Company. The shareholders, however, were men of business, and they knew that commerce was subject to great fluctuations. He would, however, remind them that, in spite of the loss of 40,000*l.*, they had divided upon the capital employed up to this time as nearly as possible 6 per cent.

The Honourable C. W. Mills seconded the Resolution, which was carried unanimously.

The Chairman then proposed the re-election of the retiring Directors, Messrs. Mills, John Edgar, Alexander Miller, and G. D. Goldie-Taubman.

Sir James Marshall, in seconding the motion, observed that the success they had had in obtaining the Charter ought to increase their confidence in the Company. He had served ten years in the British Governments of the Gold Coast and Lagos, and

knew, therefore, a good deal about their administration. He was not very hopeful that the present system of government in those Colonies would lead to much development, his reason for that view being that sufficient weight was not given to commercial interests there. His hope for the future in the Niger Protectorate lay very much in this—that he knew that commercial interests and power would reign supreme.

The Resolution was carried unanimously.

The Chairman, in answer to questions, stated that the Company had very nearly 150 factories, and all the land they had wanted had been acquired. Their arrangements with the Chiefs would enable them to acquire further land if necessary. The larger the trade of others became in the districts covered by their Charter, the more they would pay the Company, up to a certain point, for the expenses of administration and for recouping the Company for their past expenditure. They were now free from any competition on the part of the Germans.

The retiring Auditors were afterwards re-elected, and a vote of thanks to the Chairman terminated the proceedings.

FIGHTING ON THE NIGER.—TWO FACTORIES LOOTED, AND A NUMBER OF LIVES LOST.—The misgivings expressed as to the probable effect of the operation of the Charter obtained last summer by the Royal Niger Company—a Charter giving the Company something like sovereign and monopoly rights—have been realized, if we are to believe the reports which have reached some of the trading stations, and have been sent on to this port by the agents of Liverpool firms. From the letters it seems that the efforts of the Company to put their Charter into force have met with serious resistance on the part of the natives, who have never concealed their indisposition to pay duties, and who have looted two of the Company's factories, while in the conflict a number of persons, whites as well as blacks, were killed.

The Company received their Charter from the Gladstone Government on the 13th day of last July, and their agents commenced to take advantage of its terms about the beginning of November. Since then there has been considerable friction between them and the natives, who decline to recognize the sovereign rights of people whom they knew only as monopolist traders. According to the accounts just received, the ill-feeling culminated in the serious disturbances early in December, when the natives looted the Company's factories at Sabagrega and Warri. Three or four white men are reported to have been killed on the occasion, besides a number of blacks. If the news be true, it thus appears that the Company's Charter is provoking a "little war." The mercantile agents who have forwarded the news to Liverpool firms were not present at the scene of the disturbances, but were a few miles distant, so that their information is secondhand. Whatever be the precise nature of the events up the Niger, it is evident that they were serious, because a number of marines from Her Majesty's ship "Royalist" had proceeded up the river to the scene of the disturbances when the Liverpool letters were dispatched. Several others of Her Majesty's ships were also in the Niger. Captain Mackintosh, the Company's representative, had gone invalided to Madeira, while Mr. Croft, a member of the Company's Council, lately left England for Madeira, presumably to consult with the Captain on the state of affairs on the Niger. Persons interested in the West African trade, and especially that of the Niger, will be anxious to hear more about the events reported. Meanwhile, some local African merchants have evidently more information than they like to give until the reports which have reached their agents on the coast have been corroborated.

No. 26.

Mr. Heron-Maxwell to Mr. Austin Lee.—(Received January 17.)

Dear Austin Lee,

Board of Trade, Whitehall Gardens, January 15, 1887.

BARON DE WORMS would be greatly obliged if you would have the inclosed communication put forward for consideration.

Yours, &c.

(Signed)

R. C. HERON-MAXWELL.

Inclosure 1 in No. 26.

Messrs. Moore and Co. to Baron H. de Worms.

Dear Sir,

46, *Tower Buildings, Liverpool*, January 12, 1887.

WE inclose you herewith two cuttings from the "*Liverpool Courier*" of the 1st instant, relating to occurrences in the Niger Territories which took place about the end of November or beginning of December last, and which were directly attributed to the attempt on the part of the Company to enforce the Charter granted by Her Majesty's Government gazetted the 13th July last.

The Petition recited in the Charter contains several statements which are absolutely false, and having been granted without any intimation or opportunity to protest being given to the other merchants interested in the trade of the Niger Delta, we cannot but think that some very undue influence must have been at work; so far, indeed, were the interests of the Company considered that they were allowed to publish the confirmation of the Charter upon the West Coast of Africa before it was published in the "*London Gazette*."

The rivers Brass, Benin, New Calabar, Bonny, Opobo, besides others of less importance, are all of them outlets of the Niger, and the natives here acting as middlemen have been accustomed to go up to the Niger Territories by means of the creeks which intersect the country in all directions and bring down produce to barter with the merchants whose establishments are situated at the mouths of the various rivers named.

Under the Charter the Royal Niger Company have informed these natives that they can no longer carry on their trade unless they pay duties on a prohibitory scale to the Company, besides taking out a licence costing 100*l*.

Brass River being only 10 miles from the Niger of course suffers most severely, and our own trade during the month of November, and as far as we know of December has fallen to *nil*.

We may here mention incidentally that the trade carried on by us is the purchase of a nut which we crack by machinery and ship the kernel to England; thousands—we might say millions—of tons of these nuts are annually allowed to rot, and we are the only possessors of the necessary machinery, therefore the whole of our trade would, under the Charter, be absolutely lost to both countries.

Upon the publication of the Charter every effort was made to obtain from the Government some definition of the territories assigned to the Company, but without effect, the only information vouchsafed by Lord Rosebery being to the effect that Lokoja on the Niger and Ibi on the Benué (the main affluent of the Niger) were the upper limits of the Company's territory, a statement which we venture to say would not be admitted by the Company itself.

The Petition recited states that the Company were the sole European traders in these regions; it was therefore supposed that the operation of the Charter would be confined to the parts of the country where this held good, that is, the upper reaches of the Niger, but not extending lower down at any rate than Onitsha, and we believe that the majority of the merchants would be satisfied if the river were declared absolutely free from this point down.

One or two facts in relation to the formation of the Company are worth nothing. It came out in 1882, under the name of the National African Company (Limited), and Mr. Joseph Chamberlain was one of the largest applicants for shares. The negotiations for the grant of a Charter, if not already in progress, must have been commenced immediately.

The aim of Mr. Goldie-Taubman, the Company's Vice-President, and the chief mover in the matter, has been to form a gigantic monopoly very much to the detriment of private enterprise and to the trade of the district; the result has been to drive a peaceably disposed country into arms to protect at all risks their only means of livelihood, and to provoke a war of which no one can see the end.

We have been in the Brass River for ten years, while there are others there established about forty years, and our interests are ridden over rough-shod, for, as far as it is possible to look ahead, the Company will, if undisturbed, cut off the whole of the produce from the surrounding country.

Lord Aberdare, at the last general meeting of the Company, implied that with the right to levy duties they need fear no competition.

These duties are:—

Spirits, 2s. per gallon, equal to 150 per cent. *ad valorem*.

Tobacco, 6d. per lb., equal to 100 per cent. *ad valorem*.

Salt, 1s. per cwt., equal to 200 per cent. *ad valorem*.

War material, 100 per cent. *ad valorem*.

All other (except coal), 2 per cent. *ad valorem*.

Soliciting your kind attention to this matter, which is one inflicting great hardship upon the trade, we are, &c.

(Signed) G. A. MOORE AND CO.,
Managers to the Rio Bento Kernel Company (Limited).

Inclosure 2 in No. 26.

Extract from the "Liverpool Courier" of January 1, 1887.

WHEN Mr. W. F. Lawrence, M.P., conferred a few weeks since with the African merchants of this city on the subject of the trade monopoly handed over by the late Government of Great Britain to the Royal Niger Company in the Charter conferred upon them in July last, it was not expected that the unwise delegation of sovereign rights and responsibilities to a trading Company would so soon have borne the evil fruits which were anticipated. Among mercantile men the Government were not so much blamed for granting this particular Charter, but for their too great readiness to heed the counsels of permanent officials, whose minds may be privately influenced by persons concerned. It is urged that Ministers should carefully weigh the circumstances submitted to them and avoid the "permanent" bias. However, whether or not the Royal Charter was granted to the Niger Company because officials set about promoting that end, the Ministry are to blame, and will be held responsible for the untoward consequences which are said to have happened, in accordance with predictions made months ago. The news printed elsewhere needs verification, but it seems certain that very serious disturbances have resulted from the attempts of the Company's representatives to enforce their Charter "rights." It may happen that the alleged looting of factories at Salagrega and Warri, with the slaughter of a number of whites and blacks, is an exaggeration of the real events; but the circumstance that marines from Her Majesty's ship "Royalist" had gone up the river to the scene of disturbance suggests that the mercantile agents on the Niger were perfectly justified in sending home to their principals in Liverpool the news which reached them. It is said that the Company's representatives set their Charter in operation at the beginning of November, and that since then there have been continued disagreements, the native dissatisfaction culminating in violence and bloodshed early in December. Whether or not there have been actual looting and killing, the feeling induced on the coast by the grant of sovereign and monopoly power to a party of traders is evidently the reverse of pleasurable, and if the reports received should prove to be well founded it may be necessary to revoke the Charter.

No. 27.

The Royal Niger Company to the Marquis of Salisbury.—(Received January 17.)

My Lord,

The Outer Temple, 222 to 225, Strand, London, January 17, 1887.

REFERRING to my letter of the 13th August last to the late Secretary of State for Foreign Affairs, I now have the honour to send herewith a new small-sized specimen of the flag, which the Council venture to submit for your Lordship's approbation.

I also return herewith the explanatory inclosure sent in my letter of the 13th August.

Your Lordship will observe that, in the rough sketch at the foot of this inclosure, the red circle, which on the sample flag surrounds the arms of the Niger, has not been drawn for want of space.

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN,
Deputy Governor.

No. 28.

Admiralty to Foreign Office.—(Received January 18.)

Sir,

Admiralty, January 11, 1887.

I AM commanded by my Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, extracts from a letter from Captain Hand, of Her Majesty's ship "Royalist," dated the 27th November, with copy of its inclosures, reporting his proceedings on the West Coast of Africa, the alleged revival of the Slave Trade by the Portuguese at Whydah, and the disturbance between the Royal Niger Company and a tribe on Beaufort Island, alluded to in my letters of the 29th November and the 13th December,* sending copies of telegrams from Captain Hand, reporting a factory Patani Wari Branch sacked and the clerks killed.

A similar letter has been addressed to the Colonial Office.

I am, &c.

(Signed)

EVAN MACGREGOR.

Inclosure in No. 28.

Mr. D. McIntosh to Captain Hand.

Sir,

Akassa, November 21, 1886.

SHORTLY after your departure to-day, I received from the district agent of the Wani district very alarming news of the state of affairs at Patani, a large town about 20 miles down the Wari branch of the Niger. Our factory there has been sacked, one clerk killed and two clerks missing. I fear they, too, have been killed.

I proceed at daylight to-morrow with ammunition, and to fetch such force as I may be able to collect from our constabulary stationed between Omtska and Lakoga.

In the position of danger which our people are placed at Patani, I am constrained to apply to you for such assistance as you may be able to spare in the way of officers, men, and guns. As the water is falling, it would scarcely be advisable for one of Her Majesty's ships to ascend the river. I would therefore place the steamers of the Royal Niger Company at your disposal for the conveyance of any force you would detail for the service.

In the course of conversation to-day you mentioned that you would not be able to send any force up the river, in the event of our requiring such assistance, without first receiving instructions to do so from the Admiralty; but I venture to hope in the present emergency, and considering the great danger that will infallibly arise if immediate and strong action is not taken—as the hostile spirit shown by the Patanis against us will soon spread all along the river—that you will not hesitate to render at once the help it is in your power to afford, and which I have the honour now to ask for, and by virtue of the terms of the Royal Charter granted to the Company I respectfully claim at your hands.

I have, &c.

(Signed)

D. McINTOSH,

Agent-General of the Royal Niger Company (Chartered and Limited).

No. 29.

Colonial Office to Foreign Office.—(Received January 24.)

Sir,

Downing Street, January 22, 1887.

WITH reference to the letter from this Department of the 30th October, I am directed by Secretary Sir Henry Holland to transmit to you, to be laid before the Marquis of Salisbury, a copy of a despatch from the Acting Administrator of Lagos on the subject of the extension of the Protectorate to the Benin River.

Sir H. Holland would be glad to be favoured with Lord Salisbury's views on the point raised in the letter above referred to as to the control over the waterways communicating between the Benin River and the Lagos Lagoon.

I am also to inquire whether any further communications have been received from Mr. Cheetham or the other merchants trading with the Benin.

I am, &c.

(Signed)

ROBERT G. W. HERBERT.

* Not printed.

Inclosure in No. 29.

Acting Administrator Evans to Mr. Stanhope.

(Confidential.)

Sir,

Government House, Lagos, December 8, 1886.

I HAVE the honour to acknowledge the receipt, on the 4th instant, of your Confidential despatch dated the 30th October, 1886, in which you ask me to report exactly what are understood by the Colonial Government to be the limits of the territory added to the Protectorate by Governor Griffith's Proclamation of the 5th February last.

2. Unfortunately, I am unable to refer to the Map which accompanied Mr. Moloney's Confidential despatch of the 21st April last, no copy having been retained, but I accompanied both the late Governor Young and Governor Griffith on their missions, and whatever may have been the intentions of the latter, who planted the British flag at Aboto, I am aware the former intended to secure for Lagos the whole of the land on the seaboard between Odi and the Benin River, including so much of the north or right bank of the river or Jackri country as is comprised in that strip of land lying between the sea and the Lagoon, and the addition of this territory to the Protectorate I understand to be clearly the effect of the Proclamation.

3. Our knowledge of the geography in the neighbourhood of the Benin River is so meagre and uncertain, that I am unable to state where the Lagoon waters forming the eastern boundary of the territory added to the Protectorate by the Proclamation flow into the Benin, and thus define the limit of the Jackri country included in that addition, and in reference to this I would remark that, although no attempt has yet been made to levy customs duties, nor is it, I think, expedient that for some time to come any such attempt should be made, it is, I submit, of vital importance to the fiscal interests of the Colony, that we should command all the waterways or other means of communication between the Benin River and the Lagos Lagoons.

4. This, I fancy, can only be effected by bringing the whole of the north bank of the river within the Protectorate.

5. Irrespective of the Proclamation, and although not included within its operation, I take it that by virtue of the Treaty dated the 24th October, 1885, accepted in Lord Stanley's despatch, Gold Coast series dated the 7th January, 1886 (paragraph 3), the whole of the Mahin country, undefined as it is, now forms a portion of the Protectorate of Lagos.

I have, &c.

(Signed) FRED. EVANS.

No. 30.

The Royal Niger Company to Foreign Office.—(Received January 24.)

MR. G. GOLDIE TAUBMAN presents his compliments to Sir Philip Currie, and begs to inclose him copies of the two documents containing the passages to which he refers, and which will be found marked in red ink.*

Copies of these Regulations, and of all other Regulations of the Company up to that date, were inclosed to Her Majesty's Government in Mr. Goldie Taubman's letter of the 8th November last.

222 to 225, Strand, London, January 24, 1887.

Inclosure 1 in No. 30.

July '86. 1.

THE NATIONAL AFRICAN COMPANY (LIMITED).

THIS is to certify that the following Regulations have been duly made on this 30th day of July, 1886:—

1. That the legislative acts of the Company may be termed Regulations, and may be made or enacted by the Board of Directors or Council, or Governing Body, under whatsoever name; or by any Committee duly appointed by such Governing Body for the purpose; and that all such legislative acts shall be deemed to have been enacted by the Company.

* Clause 4 in Inclosure 1 in No. 30, and Clause A in Inclosure 2 in No. 30.

2. That the executive acts of the Company, including the appointment of officers, be performed by the said Governing Body, or duly appointed Committee, or by any officer or officers of the Company duly empowered for this purpose by the said Governing Body or Committee, and that all such executive acts shall be deemed to have been performed by the Company.

3. That until otherwise notified, the officers and servants of the Company shall accept as issued with the full authority of the Company any instructions, warrants, or other documents signed by the Chairman or by the Vice-Chairman, or by any two of the other Directors; or by the Governor, or by the Deputy Governor, or by any two other members of the Council if and where these changes of style shall be completed.

4. That the Company's territories now acquired, or from time to time to be acquired and held under Royal Charter, may be termed for shortness the "Niger Territories," and that all Regulations in force shall, unless the contrary is expressly declared, become applicable to newly-acquired territories as fully as to those held at the time that the said Regulations were made.

5. That the Proclamation marked "July '86. 2," be sealed with the seal of the Company, printed, and ordered to be promulgated in the Niger Territories, and such other places as may be found convenient.

6. That the Regulation marked "July '86. 3," providing for the powers to be exercised by the Commissioner or Supreme Judicial Officer when appointed, or by such other officer as may temporarily perform his duties, be made and promulgated under the seal of the Company.

7. That the Regulation marked "July '86. 4," providing for the powers to be exercised by the Agent-General of the Company when appointed, be made and promulgated under the seal of the Company.

8. That the Regulation providing for the powers to be exercised by one or more acting Senior Executive Officers during the absence of the Agent-General, either from the Niger Territories as a whole, or from some portion of these territories where a supreme Executive authority is necessary, be made, and that the warrants marked "July '86. 5," for the exercise of such powers be sealed with the Company's seal, and issued to the persons named in this Regulation.

9. That the Regulation providing for the powers to be exercised by the District Agents be made, and that the warrants marked "July '86. 6," for the exercise of such powers be issued, sealed under the seal of the Company, to Messrs. Joseph Flint, William Wallace, James Alexander Malcolm, Edward Alexander Bedford, Charles William McIntosh, Roger Campbell Harry Price, George Watson, Egbert Dangerfield, Anthony Shore, Arthur James Hill, William Petch Hewby, Josué Zweifel, William Lister, and Edward Christian, and that further unexecuted forms of such warrants be sent to Mr. Joseph Flint, or other acting Senior Executive Officer, for issue with his signature as interim sub-warrants, pending the confirmation of the Company.

10. That the Regulation marked "July '86. 7," providing for provisional rules to be followed in the administration of justice, be made and promulgated under the seal of the Company.

11. That the Regulation marked "July '86. 8," providing for the levying and collection of customs duties and other taxes, and for all matters connected therewith, be made and promulgated under the seal of the Company.

12. That the Regulation marked "July '86. 9," providing for the levying of licence duties, be made and promulgated under the seal of the Company.

13. That each and every of the foregoing Regulations shall, until repealed or amended, continue in force, notwithstanding any changes in the name or seal of the Company.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

(Seal of Company.)

ALEX. MILLER,

JAMES A. CROFT, } *Directors.*

Inclosure 2 in No. 30.

July '86. 7.

THE NATIONAL AFRICAN COMPANY (LIMITED).

THIS is to certify that a Regulation has been duly made this 30th day of July, 1886, providing for Provisional Rules to be followed in the administration of justice in the Niger Territories, as follows:—

(A.)—*Foreigners and Natives.*

In this Regulation, and in all others where not otherwise expressly provided or where not inconsistent with the context, the word "foreigner" shall be taken to mean any person or Association (other than the Company acting as a Government) entitled to claim to be subject to any Great Power of Europe or to any State recognized by the Great Powers as a civilized State; and all other persons shall be described as "natives."

(B.)—*Registration of Foreigners.*

1. During the month of January 1887, and during every succeeding January, every foreigner residing in the Niger Territories, being of the age of 16 or upwards, or being married or a widower or widow though under that age, must register himself or herself at the nearest station of the Company, under such form as shall be provided by the Company, or, failing such provision, by the Supreme Judicial Officer or his substitute.

2. Every Association claiming to be a "foreigner" under the definition of this Regulation, and having any establishment in the Niger Territories, must in every January be registered by one of its authorized agents at the Company's station at Akassa.

3. Every "foreigner" not resident in the Niger Territories, arriving within these Territories, unless borne on the muster-roll of a vessel, must, within one month after arrival, register himself at the nearest station of the Company.

4. But this provision does not require any person to register himself oftener than once a-year, beginning 1st January.

5. The Supreme Judicial Officer, or his substitute, or the District Agent of the district in which the registration takes place, shall, on demand, yearly give to each person registered a certificate of registration duly signed.

6. Every person or Association on such registration shall pay a fee of 5s., or such lesser amount as the Supreme Judicial Officer or his substitute may from time to time appoint.

7. Every person (including the authorized agent of an Association) by this provision required to register himself or herself must, unless excused by the Supreme Judicial Officer or his substitute, attend personally for that purpose at the registration station on each occasion of registration.

8. If any person or Association fails to comply with the requirements of this Regulation, and does not excuse his failure to the satisfaction of the Supreme Judicial Officer or his substitute, he is guilty of an offence against this Regulation, and may for each such offence be fined by the Supreme Judicial Officer or his substitute any sum not exceeding 100l.

9. Registration by a person or Association as subject to a foreign State shall not be taken as final evidence on this head, but the person or Association so claiming may be called upon by any Court in the Niger Territories to justify the claim.

10. No person who has failed to comply with this Regulation shall be entitled to claim the protection of any foreign State, nor to demand any mode of procedure other than that adopted towards the natives of the Niger Territories.

(C.)—*Administration of Justice to Natives.*

1. The Supreme Judicial Officer, or any officer acting lawfully as his substitute, may, pending the formation of a code by the Company, make and follow such procedure as he may find expedient, and may give such decisions and pass such sentences as he may consider consistent with the nature of the case, but careful regard shall always be had to the customs and laws of the class or tribe or nation to which the parties respectively belong, especially with respect to the holding possession, transfer, and disposition of lands and goods, and testate or intestate succession thereto, and marriage, divorce, and legitimacy, and other rights of property and personal rights.

2. The District Agents and other subordinate Courts shall follow such mode of procedure as the Supreme Judicial Officer or his substitute may from time to time lay down, and in the absence of such instructions they may follow such mode of procedure as they may find expedient, and may give such decisions and pass such sentences as they may think consistent with the justice of the case, reporting the same to the Supreme Judicial Officer or his substitute, who shall have power of revision of any such decision or sentence.

3. All sentences, whether by fine, imprisonment, or other punishment, shall be reported at the earliest convenient opportunity by post to the Company in London.

(D.)—*Administration of Justice to Foreigners.*

1. In all civil causes between foreigners, or between foreigners and natives, and in all administrative and criminal causes to which a foreigner is a party, the procedure shall be, as far as is practicable, similar to that in usage in Great Britain or other European States; but careful regard shall always be had, where practicable, to the customs and laws of the nations or tribes to which the said parties belong, and no decision or sentence shall be held to be invalid on any technical objection as to the mode of procedure followed.

2. No sentence of death or imprisonment on a foreigner shall be carried out until confirmation thereof has been received from the Company, but foreigners under sentence may be detained in custody pending the decision of the Company.

(E.)—*Competence of Courts.*

1. All causes whatsoever, whether administrative, civil, or criminal, may be heard and decided by the Supreme Judicial Officer, or his lawful substitute, without having previously been heard in any lower Court.

2. All administrative causes, whether affecting Customs or other revenue questions, political matters, or any other rights, powers, or duties of the Company as a Government, may be heard and decided by any District Agent who is provisionally or otherwise in charge of the district in which the cause occurs.

3. All civil suits, whether between tribes, Associations, or individuals, whether natives or foreigners, may be heard and decided by any District Agent who is provisionally or otherwise in charge of the district in which the cause occurs, excepting—

(a.) All civil suits between the Company (as a Corporation and not as a Government), and any foreigner who shall not, in writing, or other well-attested manner, have previously assented to the cause being so tried; and

(b.) Any other civil suit to which a foreigner is a party, involving an amount exceeding 50*l.*

4. An appeal shall lie in all causes to the Supreme Judicial Officer or his lawful substitute, but any District Agent may, pending such appeal, and at any time after pronouncing his Judgment, take, and order to be taken, any steps necessary for securing the carrying out of such Judgment, if and when confirmed by the higher Court; and may for this purpose order and enforce the payment into Court of a sum not exceeding the amount of the Judgment and costs.

5. All criminal charges may be heard and investigated as in a Court of First Instance by any District Agent who is provisionally or otherwise appointed to the district in which the offence occurred; and such District Agent may take such steps as may be necessary for securing the person of the accused until the cause has been finally disposed of by the Supreme Judicial Officer or his lawfully appointed substitute.

(F.)—*General Provision.*

This Regulation shall be construed in the widest sense consistent with the words thereof, so as to leave the greatest latitude of procedure to the Judicial Officers of the Company, and shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

Given under the seal of the Company this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER,

JAMES A. CROFT, } *Directors.*

Foreign Office to Board of Trade.

Sir,

Foreign Office, January 24, 1887.

I AM directed by the Marquis of Salisbury to transmit to you the accompanying letter from the Royal Niger Company, replying to the criticisms made in your letter of the 3rd December upon the Company's published Tariff and Licence Regulations.*

His Lordship is of opinion that the reply fairly meets the Board's doubts as to whether the Regulations are in conformity with the obligations of Great Britain under the Act of Berlin and the Agreement with Germany. His Lordship also thinks that as regards the other points dealt with in your letter, there is force in the arguments used in the reply as to exceptional circumstances surrounding the attempt to open up and control trade in a barbarous and hitherto almost inaccessible country. The answers to the Board's remarks on the Regulations from a commercial point of view deserve careful consideration, as it is important to decide whether British traders have fair ground for complaint.

On one point the Company give way; they accept the suggestion that the payment to the importer when the Customs authorities take over imported goods shall be increased for 2 to 5 per cent. On other points they furnish explanations which seem to be satisfactory. The Regulation which appears to be viewed most unfavourably by local traders is that by which the annual payment of 100*l.* for trade licences is made compulsory. Lord Salisbury would be glad to know the views of the Board as to the explanation given on this head. Subject to the decision on this point, his Lordship would be disposed, with the Board's concurrence, to approve the Regulations provisionally as amended in the point above referred to, while making it clear that it will be necessary to watch their working closely, in order to ascertain whether trade is fairly dealt with under them.

Copies of the papers inclosed in my letter of the 25th November are again sent for reference, as well as copies of the papers specially referred to in the Company's letter now sent.

I am to request that all the inclosures may be returned.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

Foreign Office to Mr. W. F. Lawrence, M.P.

Sir,

Foreign Office, January 27, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 8th instant, inclosing a letter from a Liverpool firm interested in the trade in the Oil River district. The firm objects to the Charter granted to the Royal Niger Company, and urges its withdrawal with a view to the re-establishment of the pre-existing system under which traders, practically uncontrolled and paying no duties except native "comey," obtained access to inland markets through the medium of coast tribes acting as middlemen.

I am to observe that the firm has not given due consideration to the altered circumstances of the African Continent, under which the whole of the West Coast, with a few unimportant exceptions, is now under the Protectorate of European Powers, and the old unchecked licence of trade is a thing of the past.

Great Britain, recognizing the tendency of events, has assumed the Protectorate of the Niger and Oil River districts, thus anticipating other Powers, one of which has actually established itself in the immediate neighbourhood.

But a Protectorate, entailing responsibilities towards foreign Powers, necessitates some form of administrative control which, in its turn, entails expenditure and, consequently, the provision of sources of revenue. The Royal Niger Company, in offering to undertake the administration of the vast and hitherto almost inaccessible districts adjoining the Niger and Benue, has rendered good service by relieving the Imperial revenues of the heavy expense of direct administration. The Charter issued to it was not given hastily, as the firm supposes, but was long and carefully considered; its operation, upon which it is premature to pronounce, will be closely watched with

* No. 21.

the view of checking any abuse. Meanwhile, it may be at once said that though the Tariff Regulations may have to be amended in some particulars, the Table of duties does not seem to be excessive. The high rates charged on spirits, to which the firm takes exception, are justified on humanitarian grounds.

It is hoped that the result of the enterprise will be to obtain a new field of great value to British trade. It is natural that the Regulations should meet at the outset with opposition from some of the natives, specially from the coast middlemen, who have hitherto kept Europeans out of the interior markets, and some dislocation of trade may ensue; but it is unquestionable that a return to the old system is impracticable even if it were desirable.

Legitimate complaints of local traders respecting the working of the Charter and the Regulations will always be attentively considered; but it is hoped that such representations will be supported by precise details and statistics. At present the representations received deal rather with anticipations than with proved facts, except in so far as they have related to the disturbances in the neighbourhood of Emblana and Lokoja, which are now understood to have been suppressed, though unfortunately with some loss of life.

I am, &c.
(Signed) T. V. LISTER.

No. 33.

Foreign Office to Admiralty.

Sir,

Foreign Office, January 28, 1887.

I AM directed by the Marquis of Salisbury to transmit to you herewith, to be laid before the Lords Commissioners of the Admiralty, copy of a letter which has been received from the Royal Niger Company,* forwarding, for approval, a new small-sized specimen of the flag which the Council propose to adopt. The design does not seem very happily chosen, and I am to inquire whether the Admiralty can suggest a more suitable one.

I am to add that the flag which has already been approved, as provided by the Company's Charter and a specimen of which is inclosed, appears to Lord Salisbury to be preferable.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 34.

Foreign Office to Colonial Office.

Sir,

Foreign Office, January 29, 1887.

WITH reference to your letter of the 22nd instant relative to the extension of the Protectorate of Lagos to the Benin River, I am directed by the Marquis of Salisbury to acquaint you, for the information of the Secretary of State, that no further communication has been received from Messrs. Cheetham.

I am to suggest that, as the question is said to be of importance to the Lagos Settlement, and is unquestionably of considerable moment to the traders settled on the Benin, Sir H. Holland might communicate with Messrs. Cheetham as representing the latter.

I am, &c.
(Signed) P. CURRIE.

No. 35.

The Marquis of Salisbury to Count Hatzfeldt.

M. l'Ambassadeur,

Foreign Office, February 2, 1887.

I HAVE to express to your Excellency my regret that I have not been able to supply you with a Map of the territories comprised in the Charter issued

* No. 27.

to the Royal Niger Company. The delay has arisen owing to there being no published Map on which the limits could be marked with any accuracy. It is hoped by the Company that when a new Map is issued by Messrs. Stanford, which is said to be nearly ready, the work can be accomplished. As soon as it is completed I will forward a copy to your Excellency.

I have, &c.
(Signed) SALISBURY.

No. 36.

Foreign Office to the Royal Niger Company.

Sir,

Foreign Office, February 2, 1887.

I AM directed by the Marquis of Salisbury to state that the Map forwarded in your letter of the 20th December is not sufficient for the purposes for which a Map of the territory comprised in the Charter is required. Inquiries are made by foreign Governments and by private firms and individuals as to the native States and districts under the control of the Company, and as to the limits of those States. The production of a rough Chart on which only a few principal points are marked would be obviously no answer to such inquiries.

It is understood that a new Map will shortly be produced by Messrs. Stanford; I am to suggest that the limits above specified should be marked on a sheet of this Map as accurately as knowledge of the country will permit.

I am specially to point out that in a Map showing the limits held under the Charter no territory must be marked higher up the river than Ibi, the extreme point of the British Protectorate. I am also to remind you that, under arrangement with Germany, British influence on the Benué cannot extend further than a point to the eastward of, and close to, Yola.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 37.

Colonial Office to Foreign Office.—(Received February 9.)

Sir,

Downing Street, February 8, 1887.

I AM directed by Secretary Sir H. Holland to acknowledge the receipt of your letter of the 29th ultimo on the subject of the extension of the Lagos Protectorate to the Benin River.

Before communicating with Mr. Cheetham, as the Marquis of Salisbury suggests, Sir H. Holland would be glad to be informed whether any reply was returned to that gentleman's letter of the 27th September, a copy of which accompanied your letter of the 1st October, and if so, in what sense. An answer was suggested in the letter from this Department of the 9th October, but Sir H. Holland is not informed whether it was sent.

I am also to observe that Sir H. Holland is awaiting the expression of Lord Salisbury's views, asked for in the letter from this Department of the 22nd ultimo, on the question as to the control over the waterways communicating between the Benin River and the Lagos Lagoon.

I am, &c.
(Signed) ROBERT G. W. HERBERT.

No. 38.

Board of Trade to Foreign Office.—(Received February 10.)

Sir,

Board of Trade, February 9, 1887.

I AM directed by the Board of Trade to acknowledge the receipt of your letter of the 24th ultimo, transmitting, by direction of the Marquis of Salisbury, certain papers with reference to previous correspondence on the subject of the Tariff and

Licence Regulations for the "Niger territories," as published by the Royal Niger Company.

The Board note the expression of his Lordship's opinion respecting the bearing of these Regulations upon the obligations contracted by this country under the Act of Berlin and the Agreement with Germany. The Board further note with satisfaction that upon one point, viz.: the substitution of 5 per cent. for 2 per cent. as the margin of payment to be made to importers when the Customs authorities decide to take over imported goods, the Company have given way, and that it is promised that a Regulation embodying the views of this Department will be passed with as little delay as possible.

At the same time, I am to state that, although the Board of Trade agree with his Lordship in considering that the Company have made out a fairly good case in regard to some of the criticisms in the Board's letter of the 3rd December last, in view of the exceptional circumstances of the Niger territories, they are unable, after having given due consideration to Mr. Goldie Taubman's communication, to advise that the sanction of Her Majesty's Government should be given to that part of the Regulations affecting trading licences in its present form, at any rate, without some further inquiry. The point which seems to the Board objectionable, and which, as stated in your letter, appears to be viewed most unfavourably by local traders, is that by which the annual payment of 100*l.* for a trade licence is made compulsory, in connection with the further point to which reference was made in the Board's former letter as to the payment of one licence duty covering any number of branches of a trading firm. The Board consider that it might be possible to remove some of the objections which have been urged against this portion of the Regulations, by an arrangement under which a minimum duty of (say) 50*l.* should be charged, with an addition of (say) 10*l.* for each separate factory, and they would suggest, for his Lordship's consideration, that a proposal somewhat to this effect might, with advantage, be made to the Royal Niger Company.

With regard to the statement in your letter, to the effect that his Lordship is disposed, with the concurrence of this Department, to approve the Regulations provisionally, as amended by the substitution of 5 per cent. for 2 per cent. as previously mentioned, subject to decision upon the point referred to in the preceding paragraph, I am to state that the Board have no further objection to urge. The Board rely upon the understanding expressed in your letter that the working of the Regulations will be carefully watched, in order to ascertain whether trade is fairly dealt with under them.

The papers forwarded with your letter are returned herewith, in accordance with your request.

I have, &c.
(Signed) R. GIFFEN.

No. 39.

Admiralty to Foreign Office.—(Received February 14.)

Sir,

Admiralty, February 12, 1887.

WITH reference to your letter of the 28th ultimo, relative to the proposed new flag for the Royal Niger Company, I am commanded by my Lords Commissioners of the Admiralty to request that you will move the Secretary of State for Foreign Affairs to cause the specimen flag, which has already been approved as provided by the Company's Charter, and which did not accompany your letter, to be forwarded to this Department for their Lordship's inspection.

I am, &c.
(Signed) EVAN MACGREGOR.

No. 40.

Admiralty to Foreign Office.—(Received February 17.)

Sir,

Admiralty, February 15, 1887.

I AM commanded by the Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, copy of a letter from

Captain Hand, of Her Majesty's ship "Royalist," dated at Ascension, the 11th January, reporting proceedings in punishing the natives for having sacked a factory at Patani, on the Wari branch of the Niger River.

A similar letter has been addressed to the Colonial Office.

I am, &c.

(Signed)

EVAN MACGREGOR.

Inclosure 1 in No. 40.

Captain Hand to Rear-Admiral Sir W. Hunt-Grubbe.

Sir,

"Royalist," at Ascension, January 11, 1887.

IN continuation of despatch of 27th November, 1886, I have the honour to report that the "Racer" having returned from Lagos on the 30th November, where she had been sent for fresh provisions and rockets, and the pilot and crew for the river steamers having arrived on the 1st December, I disembarked, and manned and armed the river steamers "Boussa" and "Hamarona," each carrying a 7-pounder, four machine-guns, and a rocket-tube.

2. I left Commander Fullerton in charge of the outside squadron, with orders to send another detachment with provisions and ammunition up in the first steamer the Niger Company's agent could place at his disposal, to start, if possible, on the 4th December, and to utilize the two gun-boats "Wrangler" and "Express" to keep the squadron supplied with fresh provisions. The "Alecto" was to remain inside the bar, and was temporarily laid up to have her funnels repaired.

3. At 4 P.M. on the 1st ultimo I started up the river in the "Boussa," with the "Hamarona" in tow, and arrived at Egbarri, the Company's factory next below the Wari branch, about 2 P.M. on the 3rd.

The Company's armed steamers "Kano," "Niger," and "Yakoba" were at anchor here, waiting for my arrival; the latter was at once dispatched to Akassa for the other crew.

Major Veitch, the officer in charge of the Niger Constabulary, and also the chief judicial authority in the river, was on board the former with 100 Elmina men, and from him and Mr. Bedford, the Company's agent for the Wari branch, I learnt that the factory recently destroyed was situated close to the town of Patani (about 120 miles from Akassa), the largest on the Lower Niger, and the powerful tribe from which it takes its name, and who inhabit the towns marked on the accompanying tracing Big Patani, Trawerri, and Adagbabiri, have been for years the terror of the Wari branch. They prevent trade, tax heavily all goods passing through their territory, and frequently make raids on the neighbouring tribes, carrying off their people for slaves, and committing other depredations. This tribe, and the Abarris, who inhabit the villages Oputeh and Abarri, are the two tribes who have been hostile to the Royal Niger Company, and assisted in the destruction of their factory and massacre of their servant, and who they wish to have punished.

4. On the 4th ultimo, at daylight, with the "Kano" and "Niger" in addition, down the Wari branch, the first village attacked was Oputeh's. The natives made no stand here, and after landing and destroying the canoes, cocoa-nut palms, and houses, I steamed down the Wari; passing Big Patani the natives opened fire from small cannon on the ship, though white flags were flying all over the town; they thus prevented the possibility of a peaceful palaver being held, and of our discovering the cause, if any existed, for the recent outrage. Again, on passing Adagbabiri, the natives first opened fire with their trade guns; they also had white flags flying. After capturing a war-canoes which tried to escape from this latter place, I anchored the ships off the town, and after clearing the natives out of the bush, landed and partially destroyed it, anchoring afterwards in midstream for the night.

5. On the 5th the natives returned to the ruins of Adagbabiri, and annoyed us by firing on the boats passing from ship to ship. A party of natives also came down on the opposite bank, and opened fire with some small cannon, but these were harmless, the distance being too great; that though, being Sunday, I had not intended moving, I was compelled to anchor again off Adagbabiri and complete its destruction, with the canoes and plantain groves, &c., after which we were not molested.

6. At daylight on the 6th I proceeded, with the three other ships in company, up the Wari, and first attacked and destroyed the villages of Tarawarri, then moved on to Big Patani; here the natives made some stand. While I was waiting for the

sun to get lower, to land, they opened fire with their small cannon, and as some of their shot went very close to the "Kano," I was compelled to order the landing party to land earlier. On this occasion forty-one seamen, under Lieutenant William de Salis, of the "Royalist," and eighteen marines under Sub-Lieutenant F. J. Patteson, of the "Racer," were landed. The natives at once retired to the bush, but Major Veitch, who, on account of his position in the river, and also military knowledge, I had given entire charge of the landing parties, followed them up, and coming across several bodies of them, left behind a good many killed and wounded. The "Yakoba" joined the squadron in the afternoon. On the 7th the men were again landed, but saw no sign of the enemy; the demolition of the town was completed, a large number of canoes taken or destroyed, four small cannon from 7- to 12-pounders captured, and all the cocoa-nut palms cut down.

I learnt afterwards from a prisoner taken here, who was too ill to get away, that all the people had retired to a village 2 miles off.

7. On the 8th we steamed up the Wari on our return, and as I was too unwell to conduct any further operations, the "Boussa" anchored higher up the Wari, while the other ships stopped and destroyed the village of Abarri. The natives did not fire until after the Elmina men had landed; after which we all proceeded for Akassa, where we arrived on the evening of the 9th, and the officers and men were embarked on board their respective ships the following day.

8. The casualties have been very slight; one Krooman on board the "Hamarona" was slightly hurt by a piece of iron fired from one of the small cannon; two Elmina men were wounded in the leg at Abarri after landing, and four Elmina men got snags in their feet; one was wounded accidentally by a comrade. None of the wounds were dangerous.

9. Commander Fullerton was of the greatest assistance to me throughout, and particularly when, on my return, I was too unwell to give the necessary orders for the distribution of the squadron; he was a great help in seeing my wishes properly carried out.

10. I cannot conclude without saying a few words on behalf of Major Veitch, a most energetic, able officer; the Company have done well in securing his services; he worked with me throughout with the most perfect accord, which tended greatly to the operations being executed quickly and effectually.

11. The "Express" having broken down, she has been towed to Cape Coast Castle or Accra, to remain until the defective parts of the machinery have been replaced from England. The "Wrangler" proceeds to the Cape as soon as relieved by the "Rifleman."

12. On the 12th I proceeded in the "Royalist" to Fernando Po to coal, and as the men who had been up the Niger were rapidly going down with fever, on the 15th I left that place for Ascension, arriving on the 25th.

13. All the officers and men who belonged to the Niger party, excepting one officer, have had fever, and they have all been landed here; some appear quite recovered, but a great many have had a relapse.

14. I propose leaving this for the Cape, via Gough Island, on the 12th instant.

I have, &c.

(Signed) GEO. W. HAND.

Inclosure 2 in No. 40.

Sketch of the Wari Branch of the Niger River.

No. 41.

Foreign Office to Admiralty.

Sir,

Foreign Office, February 21, 1887.

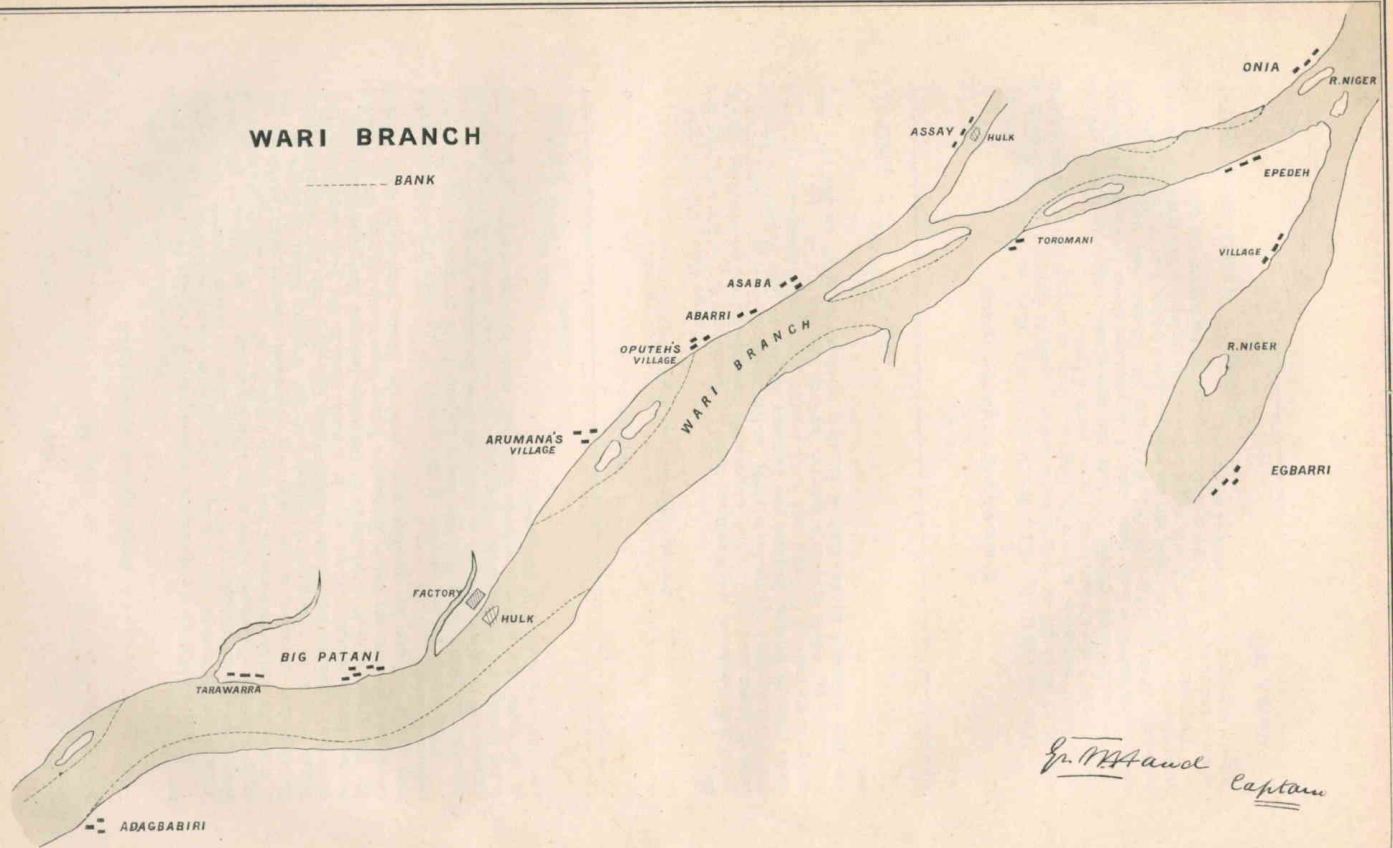
IN reply to your letter of the 12th instant, I am directed by the Marquis of Salisbury to transmit to you the accompanying specimen of the flag, as originally approved, for adoption by the Royal Niger Company.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

WARI BRANCH

----- BANK



*J. H. A. and
Captain*

Foreign Office to Colonial Office.

Sir,

Foreign Office, February 22, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 8th instant, and, in reply to the inquiries contained therein, I am to state to you, for the information of Sir H. Holland, that no communication was sent in reply to Messrs. Cheetham's letter of the 27th September on the subject of the extent to which the British factories on the Benin would be affected by the Proclamation of the Governor of Lagos, as the point was undecided whether both banks of the Benin were to be considered as included in the territory added to Lagos by the Governor's Proclamation. I am to observe that this point does not even now appear to be clearly settled. I am also to remark that it has been ascertained that Mr. Cheetham returned to the Benin in December last, and that, apparently, there is no representative of the firm in England. Under these circumstances, Sir H. Holland may prefer to leave the question alone until the Benin merchants make further representations.

With regard to the question of the control of the waterways' communication between the Benin River and the Lagos Lagoon, I am to state to you that Lord Salisbury is of opinion that it is hardly advisable to assume the possibility of their being treated as branches of the Niger, and so placed under the free navigation clauses of the Berlin Act, unless a claim to that effect made by some foreign Power should necessitate a discussion of the question.

I am, &c.

(Signed) T. V. LISTER.

No. 43.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, March 2, 1887.

I AM directed by the Marquis of Salisbury to transmit to you herewith copy of a paper ("Africa No. 2, 1887") which has recently been laid before Parliament in substitution for that entitled "Africa No. 4 (1886)," on the subject of the supplementary arrangement come to between England and Germany relative to their respective spheres of action in the Gulf of Guinea; and I am to draw your special attention to the words "and close to," which have been inserted between "to the east of" and "Yola" in the note addressed by the Earl of Rosebery to Count Hatzfeldt on the 27th July last.

I am, &c.

(Signed) T. V. LISTER.

No. 44.

Memorandum by Sir James Fergusson.

MR. MCARTHUR, M.P., Mr. Baden-Powell, M.P., and Sir George Campbell, M.P., asked me to receive them to-day in order to represent the grievances of independent merchants on the West Coast of Africa, on account of the powers granted to the Royal Niger Company and the use made of them.

They complained chiefly: (1) that the area placed under the control of the Company is undefined; (2) that some of the customs duties levied are prohibitory and some discriminating; (3) Mr. McArthur also alleged that they insisted on a monopoly, as he was informed, but the others did not sustain him in this allegation.

They asked whether Papers would be presented explaining the extent and grounds of the concessions to the Company; and they left the accompanying letter as embodying the complaints of the persons concerned.

(Signed)

JAMES FERGUSSON.

March 3, 1887.

(Confidential.)

Dear Sir,

Liverpool, December 15, 1886.

In compliance with your suggestion, we beg to submit our views respecting the position of trade in the Palm Oil Rivers on the West Coast of Africa (between Benin and Old Calabar inclusive) and the Royal Charter granted to the Royal Niger Company as affecting such trade.

We have been trading to the coast of Africa for a period of more than forty years, having trading stations, termed factories, at Benin, Brass, New Calabar, Bonny, Opobo, and Old Calabar, and have a large capital invested in the business.

The Royal Niger Company (late the National African Company) Chartered and Limited, was formed in 1882 by the absorption of the Niger business of several firms who had been trading up that river for five or six years.

Her Britannic Majesty's Consul, about two years ago, arranged a British Protectorate of the Oil Rivers before named, the native Rulers signing Treaties which assured them of Her Majesty's gracious favour and protection. We submit that the true meaning of the phrase is, that the right of access to all the markets the natives have been accustomed to frequent should be continued to them, and they so understood the Treaties.

The Royal Niger Company having themselves negotiated Treaties by which the natives ceded their territories to the Company and gave them exclusive trading and sovereign rights for 30 miles on each side of the Rivers Niger and Benue, those Treaties with all the accruing advantages, have been confirmed to the Company by the grant upon their Petition of a Royal Charter in July last.

One condition of the Charter to which we direct your particular attention stipulates that the Company shall not "set up or grant any monopoly of trade."

The Niger Company, having by their Treaties and Royal Charter, acquired exclusive trading and sovereign rights, are authorized by another clause of the Charter to levy duties to defray the costs of administration. Accounts of the receipts and expenses under this head to be furnished to the Foreign Secretary, when, and in such manner, as he may direct. The Foreign Secretary has power to order any modification in the rates leviable and as to their expenditure.

The Niger Company has given formal notice that, commencing on the 15th September last, duties will be levied on all merchandize entering or leaving the Niger. The rates of duty (equal in the case of the Lower Niger, in most cases, to more than cent. per cent., and double duties for the upper portion of the river) are so extortionately high that they are prohibitive as they are doubtless intended to be. The Niger Company has thus unblushingly set up a monopoly so extraordinarily unjust as to be almost incredible.

To illustrate this we may mention that spirits which cost laid down in Africa: rum, 1s. 2d. per gallon; gin, 2s. 3d. per gallon; pay 2s. per gallon duty; tobacco costing 7d. per lb. laid down pays 6d. per lb. duty; salt costing 42s. per ton laid down pays 20s. per ton duty.

All goods intended for places higher up the Niger than Lokoja, a town and trading station close to the confluence of the Benue with the Niger pay double these duties. With duties such as these, trading by any one save the Agents of the Niger Company is utterly impossible. Their object being to stop all trading except by themselves, and as there can thus be no competition in the regions ceded to them, they can buy produce at whatever prices they choose to pay. We have heard that already their action towards the native traders is most oppressive, and that they are using their power of monopoly—which should never in these days of free intercourse between nations have been sanctioned—to grind down the native traders to most iniquitously low prices.

The bulk of the trade hitherto carried on by the native traders of Brass has been with markets up the River Niger. In consequence of the monopoly set up by the levying of the prohibitive duties, already referred to, access by them to the Niger is no longer possible, and their means of livelihood are nearly all gone. This loss of trade means ruination and starvation to the natives of Brass. It also means that we merchants now trading to Brass who there buy the produce brought by the natives of Brass from markets up the Niger (the trade having been destroyed by the Niger Company monopoly) will have to relinquish our stations there to our heavy loss, having a large amount of capital invested in the river, also commodious factories at which the trade is conducted. Were the Brass native traders allowed to frequent their long-resorted markets on equal terms with the Niger Company, that Company trading on equal

terms, with all their appliances and rapid means of transport should be able to carry on their trade advantageously without a resort to prohibitive and monopolizing duties. Healthy competition does not suit the policy of the Niger Company, hence the monopoly they have set up.

The assurance contained in the Protectorate Treaties concluded by the Consul with the natives of the Oil Rivers of Her Majesty's "gracious favour and protection," and the prohibition of monopoly provided for in the Charter, ought to be sufficient argument to induce the Foreign Secretary to direct that the ancient rights of the Brass natives to resort to their long accustomed markets up the Niger should be fully restored to them without payment of duties, and without molestation or interference of any kind on the part of the Niger Company.

The native traders of New Calabar also deal with markets up the Niger. Their access to these markets is now forbidden by the Niger Company.

The Foreign Secretary ought to be urged to direct that these traders also shall have perfectly free intercourse with all their markets as heretofore, without the exaction of duties or interference of any kind.

We have to point out that the duties leviable being for the purpose of defraying the cost of administration only, all goods entering or leaving the Niger, not only the property of outsiders, but also everything belonging to the Company itself, should be dealt with in the accounts to be furnished to the Foreign Secretary.

That being so, we cannot believe that such exaggerated rates of duty are necessary to provide funds for the administration. But whatever rates of duty may ultimately be authorized by the Secretary of State, we maintain that the Protectorate Treaties negotiated by the Consul ought to be a sufficient warranty for freeing the whole of the native traders who have so long done business in the Niger from all taxation.

The action of the Niger Company is no benefit to the natives, nor to the civilization they so much want, nor to European merchants, but is intended to crush native traders who reside in the rivers between Benin and Old Calabar inclusive, and English merchants who have hitherto so long dealt with the natives to the great benefit of this country and to the satisfaction of the natives, out of existence.

The merchants here not knowing what territories are included in the schedule of Treaties at end of Royal Charter, applied to the Foreign Office for copies or for a definition of same, and were referred to the Niger Company.

This reply is very unsatisfactory, as the Foreign Office ought to know exactly what they have sanctioned. This act of discourtesy to the merchants ought to be strongly impressed upon the Foreign Secretary, and precise official information should be forthcoming without delay.

The acquisition by the Niger Company of such vast tracts of territory, their powers under the Charter to acquire more territory, and the levying of prohibitive duties, have all combined to establish a monopoly the like of which has not been known in modern times. No monopoly can benefit those over whom the monopoly is exercised. The Royal Charter can never have been intended to confer a monopoly so thoroughly at variance with the spirit of the present age.

The monopoly of the Niger Company, under cover of the Royal Charter, has inflicted so grievous a wrong upon the rest of the community, who cannot by reason of the prohibitive duties trade on equal terms with the Niger Company, as the Charter declares that they shall—that the power of revocation in the Charter reserved to the Crown should immediately be recommended to the Queen in Council by the Foreign Secretary.

Scarcely anything was known by us previous to the granting of the Royal Charter, of the Niger Company's desire to possess such an instrument. Had we been fully aware of what was petitioned for, we would have interviewed the Foreign Secretary and would have shown strong cause against the granting of the monopoly authorized by the Charter.

The preamble to the Royal Charter recites that the Petition of the Niger Company states they "have purchased the business of all European traders in the regions aforesaid [various territories in the basin of the River Niger] and are now the sole European traders there."

It has long been the opinion of Europeans frequenting the Coast of Africa that the rivers between Benin and Old Calabar inclusive, are outlets of the Niger. If that is so, the term basin of the Niger may embrace the rivers (between Benin and Old Calabar), where the large oil and kernel trade has been for so many years carried on.

In fact, creeks running out of the Niger are known to communicate with some of the said rivers.

We believe that the Niger Company have had the intention, if they can so arrange, of bringing all the rivers named within the scope of their Company's operations. Their allegation already quoted of having purchased the business of all European "traders in the regions aforesaid," was made with the express intention of misleading the Government and giving them to understand that all the extensive business of other African merchants and ourselves for so very many years carried on between England and the Oil Rivers before named (and which business superseded the Slave Trade with its attendant horrors), had been bought up by the all-absorbing Niger Company, whereas as we have shown, the life of the Company and the firms which preceded are, so far as the Niger is concerned, comprised within the space of about two years. Most of the firms alluded to had not been carrying on trade for a sufficient length of time to get thoroughly well established, or even very well known.

It would have been prudent for the British Government to have fully investigated the Niger Company's application for a Charter, by sending out to Africa a "Commission of Inquiry" before conceding to the Company such extraordinary powers. We conceive that such a "Commission" would have reported against the Charter, because the prohibitive duties have set up a monopoly and prevent that free intercourse with the interior markets and trading on equal terms, which the Charter expressly says shall be maintained.

We will do our best to bring about a revocation of the monopoly allowed by the Charter, but in the meantime we suggest that the Foreign Secretary be desired, if he is asked to confirm any further acquisitions of territory, to withhold his approval until he has communicated with the Liverpool African Association, so as to give the merchants here an opportunity of looking into the matter, and if they see it needful, as they probably will, of protesting against his confirmation being accorded.

Owing to the want of Maps of the country to the eastward of the Niger and south of the River Benue, we are in much doubt as to the meaning of the expressions in the Royal Charter, "Basin of the River Niger" and "the River Niger, its affluents, branches, and outlets, or the territories neighbouring thereto." We are of opinion that any interpretation of these phrases favourable to the Niger Company will seriously and ruinously affect the trade at present carried on in the Rivers Benin, Bonny, Opobo, and Old Calabar, in addition to being ruinous to Brass and New Calabar.

We commend all the within to your earnest consideration with a view to action being taken to induce the Foreign Secretary to either greatly modify the powers of monopoly conferred upon the Niger Company by the Royal Charter, or to revoke the Charter, the latter course being, according to the general opinion, the most desirable, and, in fact, the only proper one to pursue.

It must be quite evident to any thinking person that the powers of the Niger Company to levy duties puts them in the position of monopolists.

Power to levy duties ought alone to be in the hands of a Government who are independent of trade, not in the sole hands of a Company trading for their own benefit.

This is a most strong reason for requiring the revocation of the Charter.

Accompanying this, we beg to hand you a copy of the Royal Charter, copy of Notice levying duties, and copy of Notice requiring trade licences.

We will be glad to supply any further information you may desire, or to explain any points that may not be quite clear.

We are, &c.

W. F. Lawrence, Esq., M.P.

Minutes by Sir P. Anderson, Sir J. Pouncefote, and the Marquis of Salisbury.

This is one of a series of attempts recently made by the Liverpool African merchants to upset the Charter.

It repeats the two favourite misstatements:—

1. That the Charter was obtained from the late Government by surprise.
2. That it confers a monopoly.

As regards the first, I rarely remember a question being more thoroughly examined than that of this Charter. It was before three Cabinets, three Lord Chan-

cellors, and three sets of Law Officers, and Mr. R. S. Wright. From all it received the most careful consideration, both in the general question of policy and special questions of detail.

As regards the second point, monopoly and excessive duties, the answer is that both complaints are unfounded. The Charter forbids monopoly; and the Board of Trade, not a partial critic, considers the duties fair.

The real history of the opposition is this.

Till recently the trade in this part of Africa was carried on in a loose sort of fashion by houses doing, individually, no large trade. They worked through the coast middlemen, who barred them from the interior markets. With these the traders sometimes stood in, sometimes wrangled, settling disputes in a patriarchal fashion through mercantile Courts, under the fatherly casual superintendence of Consular officers. There was no publicity, so few questions were asked.

The rush for Africa has broken up the little family party, and the rich and powerful Niger Company on the one hand, the Germans on the other, have broken through the middleman crust and forced their way to the interior markets.

The Liverpool men are fighting the battle of the middlemen.

By what I should almost imagine to be a slip, they show themselves up. They inclose a Petition from Brass Chiefs (the chief middlemen), protesting, not against the Niger Company so much as against the Government Treaties, as opening up trade and injuring their monopoly. They further expose themselves by their suggestion, that the Charter should not be allowed to apply to the Lower Niger. Their object is to re-form the broken crust. Were they to succeed, they might benefit till it was broken again, which would not be long delayed, and would stifle the brilliant prospect, for trade generally, of free access to the comparatively civilized Mahomedan tribes of the interior. This demand is now as complete an anachronism as would be a Petition for the restoration of mediæval guilds.

I annex an answer lately sent to Mr. Lawrence, M.P. I doubt if we could add much to it. There will no doubt be proved to be defects in the details of the Charter as it works, which will have to be remedied. At present it has hardly begun to work.

H. P. A.

March 15, 1887.

It may be added that the Charter is not the cause of the new state of things in the Niger districts, but the consequence of the changes brought about by the Berlin Conference. If the Company had not undertaken the administration Her Majesty's Government would have been bound to do so, and to have established the same conditions of trade, if not more onerous ones, by reason of the vast expenditure it would have entailed.

J. P.

Can you give the "limits" with respect to which they ask to be informed in their letter.

Send me copy of Charter.

S.

No. 45.

Colonial Office to Foreign Office.—(Received March 5.)

Sir,

Downing Street, March 4, 1887.

IN reply to your letter of the 22nd ultimo, I am directed by Secretary Sir H. Holland to transmit to you, for the information of the Marquis of Salisbury, a copy of a despatch which he has addressed to the Officer administering the Government at Lagos, on the subject of the extension of the Protectorate to the Benin River.

Sir H. Holland thinks it will be desirable not to communicate again with Messrs. Cheetham unless they make further representations.

I am, &c.

(Signed)

R. H. MEADE.

Inclosure in No. 45.

Sir H. Holland to the Officer administering the Government of Lagos.

(Confidential.)

Sir,

Downing Street, March 4, 1887.

WITH reference to your despatch No. 24, Confidential, of the 8th December, I have the honour to transmit, for your information, copies of correspondence with the Foreign Office on the subject of the extension of the Lagos Protectorate to the Benin River.*

It seems desirable, under the circumstances stated in the letter from the Foreign Office of the 22nd ultimo, to take no further action in the matter at present.

In the event of any question arising, you will, of course, at once report to me fully with respect to it, and ask for instructions.

I have, &c.
(Signed) H. T. HOLLAND.

No. 46.

Admiralty to Foreign Office.—(Received March 7.)

THE Secretary of the Admiralty begs to acknowledge the receipt of the Under-Secretary's communication of the 21st ultimo received to-day, forwarding a specimen of the flag originally approved for adoption by the Royal Niger Company.

The subject shall have immediate attention.

Admiralty, March 5, 1887.

No. 47.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, March 7, 1887.

I AM directed by the Marquis of Salisbury to inform you that the Board of Trade, after full consideration of the explanations given by the Company respecting the Tariff and business Regulations, agrees with his Lordship in the opinion that the Regulations in general may be approved by Her Majesty's Government.

The Board specially expresses satisfaction at the concession of the Company respecting the substitution of 5 per cent. for 2 per cent. as the margin of payment to be made to importers when the Customs authorities decide to take over imported goods.

The Board, however, maintains its objection to that part of the Regulations affecting trading licences in its present form, according to which it is made compulsory to take out annually a licence costing 100l., such licence to cover any number of branches of a trading firm.

The Board suggests the substitution of an arrangement under which a maximum duty of (say) 50l. should be charged, with an addition of (say) 10l. for each separate factory.

I am to state that Lord Salisbury concurs in the view of the Board, that the trading licences, as they have been framed, cannot be sanctioned by Her Majesty's Government. His Lordship would be glad to learn whether the Company would be disposed to accept the modification suggested, or whether they would prefer to submit for consideration some alternative arrangement.

I am to inform you that Her Majesty's Government, while withholding their sanction from this rule as to trading licences, are prepared to sanction the remainder of the Tariff Regulations provisionally, on the understanding that their operation shall be carefully watched, in order that it may be seen whether traders are fairly dealt with under them.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

* Nos. 29, 34, 37, and 42.

Foreign Office to Mr. MacArthur, M.P.

Sir,

Foreign Office, March 8, 1887.

I AM directed by the Marquis of Salisbury to transmit to you a copy of a letter which was recently addressed to Mr. Lawrence, M.P., respecting the Niger Charter.* You will observe that this letter states that the Tariff adopted by the Royal Niger Company, though it will have to be amended in some particulars, is not considered excessive. As regards the limits of the territories under the Company's administration, you are, of course, aware of the difficulty of defining boundaries of native States; it is suggested that traders interested in, or having agents in, any district as to which they doubt whether it is under the Charter, should specify it in order that an answer may be given.

There are no Papers to be issued respecting the Charter, which was issued by the late Government in June last.

I am, &c.
(Signed) JAMES FERGUSON.

Foreign Office to Colonial Office.

Sir,

Foreign Office, March 12, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 4th instant, relative to the extension of the Lagos Protectorate to the Benue River, and I am to request that you will inform Secretary Sir H. Holland that his Lordship agrees that it will be desirable not to communicate again with Messrs. Cheetham, unless they make further representations.

I am, &c.
(Signed) T. V. LISTER.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, March 18, 1887.

I AM directed by the Marquis of Salisbury to state, with reference to the request made in your letter of the 18th August last, for the sanction of the Secretary of State to your application for bringing within the Charter the additional Treaties with Native Chiefs, of which a list was appended, to state that it is necessary, in the first instance, to know whether those Treaties relate in whole or in part to territory lying on the Benue above Ibi, and so situated outside the British Protectorate.

You refer to the Treaties with Sokoto and Gandu as an extension of territory in distance, but you do not supply geographical details. Nevertheless, it is obvious that Treaties relating exclusively to territory beyond Ibi must be struck off the list, and that it will be necessary to specify those in which the territory affected is only partially within the limits of the Protectorate.

I am further to inquire whether, after the suggested corrections, the list furnished on the 18th August may be considered complete as regards Treaties made in addition to the thirty-seven Treaties named in the Charter.

The most convenient method may be that you should forward three lists:

1. Enumerating the thirty-seven Treaties, with the addition of the names of the territories, with the Chiefs of which they were concluded.
2. Enumerating the additional Treaties made within the limits of this Protectorate.
3. Specifying Treaties affecting territories partially within this Protectorate.

It would be advisable that, in each list, the Treaties should be numbered so as to correspond with the numbered list sent with your letter of the 12th January.

As regards the Rules and Regulations, forwarded with your letter of the 8th

November, I am to observe that it would have been more convenient if they had been submitted before promulgation, in order that the Secretary of State might have had an opportunity of making suggestions under the provisions of Article 9 of the Charter. I am to state, however, that they appear to be of a character to justify generally a provisional approval, but that there are some points upon which modifications might be suggested. I am to inquire whether the Council would think it advisable that these points should, in the first instance, be discussed verbally with the Vice-Chairman.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 51.

Question asked in the House of Commons, March 21, 1887.

Mr. Dillwyn.—To ask the Under-Secretary of State for Foreign Affairs whether, in the recent changes which have taken place in the government of the Niger, sufficient steps were taken to secure the assent of the natives to the new arrangements:

Whether he will lay upon the Table of the House evidence to show that the natives were parties to the establishment of the authority of the Royal Niger Company:

And, whether he has any information to show whether the late disturbances were due in any way to the natives resenting the imposition by the Company of heavy taxes, to which they were not accustomed.

Answer.

The Charter to the Royal Niger Company was granted after most mature consideration. There is abundant evidence as to the general assent of the natives, over 230 Treaties having been concluded with the Company. It is not proposed to lay upon the Table these Treaties, which, indeed, would be misleading, as they contain clauses giving exclusive rights which have become inoperative under the Charter.

Reports show that the recent disturbances arose from robberies by a native Chief and not from the imposition of taxes.

No. 52.

The Royal Niger Company to Foreign Office.—(Received March 23.)

Sir,

The Outer Temple, Strand, London, March 21, 1887.

IN further reply to your letter of the 18th instant, I am instructed to inclose a fresh list of the Treaties of the Company, which exactly shows—

1. Which Treaties lie wholly inside of the British Protectorate as already proclaimed, and which partly inside and partly outside; and
2. Which Treaties are included in the thirty-seven referred to in the Charter of the 10th July last, and which Treaties, on the other hand, require the assent of the Secretary of State, under clause 12 of the Charter.

I am instructed to request you to be good enough to draw the attention of Lord Salisbury to the extreme importance of an immediate decision, at any rate as refers to such territories as lie within the already proclaimed Protectorate.

The complete list of the 237 Treaties, and which has been adopted as the basis of the accompanying classification, is that which was inclosed in Mr. Goldie-Taubman's letter of the 20th December to Sir Julian Pauncefote.

I am, &c.

(Signed) HENRY MORLEY, *Secretary.*

Inclosure in No. 52.

List of Treaties.

1. THE following thirty-seven Treaties are those referred to in the Charter of the 10th July, 1886, and are all included within the proclaimed Protectorate:—

Index No.	Name of Territory.	Date of Treaty.
76	Abo	October 2, 1884.
51	Agberi (Ayama)	" 28, "
89	Agwey	" 9, "
52	Akow	" 26, "
105	Akri	September 29, "
95	Akri Ugidi	October 11, "
104	Alenso	September 27, "
130	Asaba	August 28, "
54	Ase	January 31, "
106	Atani	September 20, "
132	Aupanam	October 22, "
133	Huboru	" 25, "
127	Iga	" 31, "
125	Igbaku	" 23, "
91	Ishequa and Assay	" 10, "
77	N'doni	" 9, "
108	Odekwe	September 24, "
90	Odugiri	October 10, "
158	Ogardo (Igara)	September 23, "
101	Ogbakuma	October 15, "
94	Ogoo	" 11, "
129	Ogrugu	November 1, "
128	Ojo	" 2, "
112	Ojormah	August 30, "
110	Oko Amacom	October 10, "
109	Oko Anara	" 9, "
113	Oko Onono	August 29, "
123	Omou	October 23, "
53	Onia	" 21, "
114	Onitsha	August 20, "
92	Opai	October 27, "
107	Osebite	September 25, "
99	Osonari and Munakor	October 16, "
42	Patani	" 22, "
21	Sabagregor	" 29, "
43	Terro Fanni (Torofani)	" 21, "
97	Outshi	" 13, "

2. The following 190 Treaties are also wholly within the proclaimed Protectorate:—

Index No.	Name of Territory.	Date of Treaty.
1	Kolama	December 18, 1884.
2	Sengana	" 17, "
3	Akassa	November 20, "
4	Sermobri	June 9, 1885.
5	Ikumbri	" 10, "
6	Akaw	" 10, "
7	Oyormor	" 10, "
8	Oporomo	" 10, "
9	Angiama (Niger)	" 10, "
10	Ayama	" 11, "
11	Awakoragar	" 11, "
12	Ekebri	" 11, "
13	Bakepik	" 11, "
14	Ikolo	" 11, "
15	Akalbri	" 12, "
16	Babalabiri	" 12, "
17	Bomodigi	" 12, "
18	Batoro	" 12, "
19	Tombiali	" 12, "
20	Agodamah	" 12, "
22	Egbeddi, Moassama Creek	October 26, "
23	Amassama, " "	" 26, "

Index No.	Name of Territory.	Date of Treaty.
24	Agoubiri, Moassama Creek	October 26, 1885.
25	Agheni, " " " " " "	" 26, "
26	Akourabri (Akoumbri), Moassama Creek ..	" 27, "
27	Matuala (Matulu), Moassama Creek ..	" 27, "
28	Kabiama, Moassama Creek	" 27, "
29	Agouroo, " " " " " "	" 27, "
30	Aroua, " " " " " "	" 27, "
31	Timboh, " " " " " "	" 28, "
32	Ogollamah, Wari Creek	December 27, 1884.
33	Apellibiri, " " " " " "	February 17, 1885.
34	Angiama (Wari), Wari Creek	December 27, 1884.
35	Obiodiobiri, Wari Creek	" 27, "
36	Ogalay, " " " " " "	" 27, "
37	Great Ogelay, " " " " " "	June 15, 1886.
38	Olodiama, " " " " " "	" 15, "
39	Pakiamia, " " " " " "	October 17, "
40	Angalabiri, " " " " " "	December 27, 1884.
41	Sagbama, " " " " " "	" 29, "
44	Epedeh, " " " " " "	April 9, "
45	Ayebobiri	" 24, "
46	Opokuma	" 24, "
47	Kiama	" 23, "
48	Ofinama	" 24, "
49	Emblama	" 23, "
50	Odoni	" 15, "
55	Eberedene, Assay Creek	December 10, "
56	Evoroybor, " " " " " "	" 10, "
57	Akpeh, " " " " " "	" 10, "
58	Azagba, " " " " " "	" 9, "
59	Great Anyama, Assay Creek	" 9, "
60	Small Anyama, " " " " " "	" 9, "
61	Eberede, Assay Creek	" 9, "
62	Egbuku, " " " " " "	" 8, "
63	Ashakah, " " " " " "	" 6, "
64	Otagba, " " " " " "	July 29, 1885.
65	Affor, " " " " " "	December 5, 1884.
66	Obikwere, " " " " " "	January 5, 1885.
67	Samabri	February 23, "
68	Ekperiwari	" 23, "
69	Utoku	" 23, "
70	Ofonibahan	" 23, "
71	Adiaway	" 23, "
72	Omoru	" 23, "
73	Igabo	" 21, "
74	Utu	" 22, "
75	Okaba	" 21, "
78	Okijah Itshicke, Orashi River	September 26, "
79	Okijah Umudara, " " " " " "	" 27, "
80	Okaba Omokoo, " " " " " "	October 15, 1886.
81	Okaba Idu, " " " " " "	" 16, "
82	Obericoom, " " " " " "	September 21, "
83	Ibatsha, " " " " " "	August 16, 1885.
84	Obaroto, " " " " " "	" 16, "
85	Oguta, " " " " " "	March 23, "
86	Ogu Anotsha " " " " " "	April 28, 1886.
87	Imputa, " " " " " "	March 28, 1885.
88	Abragada	" 31, "
93	Opai Obeze	" 29, "
96	Obiagwey	February 28, "
98	Omotshi	March 4, "
100	Okumedu	" 4, "
102	Osutshi	November 17, 1884.
103	Abarra	" 11, "
111	Abutshi	February 24, 1885.
115	M'poh, Anambara Creek	June 6, "
116	N'tegi, " " " " " "	May 23, "
117	Umogi, " " " " " "	June 4, "
118	Nsube, " " " " " "	February 27, "
119	Umoari, " " " " " "	" 27, "
120	Gloria Ibo, " " " " " "	April 12, "
121	Atshara, " " " " " "	December 4, "
122	Omeurum, " " " " " "	September 9, "
124	Onugu, " " " " " "	March 27, "
126	Efete, " " " " " "	" 26, "
131	Anamobe	December 24, 1884.
134	Allah	" 20, "
135	Ode	" 23, "
136	Igbokeyen	March 3, 1885.

Index No.	Name of Territory.	Date of Treaty.
137	Egbador	March 6, 1885.
138	Odeleque	December 22, "
139	Eboo	" 22, 1884.
140	Illushi	February 28, 1885.
141	Obeallah	March 7, "
142	Ugi	December 27, 1884.
143	Adagua	March 7, 1885.
144	Adarra (Adjarra)	" 7, "
145	Orea	February 27, "
146	Effeku	" 25, "
147	Agegba	March 7, "
148	Akuroe	" 10, "
149	Obojaga	" 11, "
150	Aganneh	" 12, "
151	Inyehreh	August 20, "
152	Jodama (Todama)	March 12, "
153	Ottah	" 13, "
154	Opakurrie	" 16, "
155	Egweb and Adaberie	" 17, "
156	Egorie	November 13, 1884
157	Ejoda	March 26, 1885.
159	Gandy	June 4, "
160	Kateshi and Ojo	May 13, "
161	Ribohu	" 7, "
162	Bassa Ayelli	" 27, "
163	" Abagi	" 21, "
164	Adigbo	" 16, "
165	Onimasha	" 7, "
166	Amaran (Amara)	" 5, "
167	Bawuru	" 5, "
168	Akpoko	April 30, "
169	Ataya and Utukupari	May 26, "
170	Zuwo	March 19, "
171	Osepi	April 29, "
172	Avelli	March 17, "
173	Akpama and Omoloku	" 18, "
174	Ojogo	" 18, "
175	Upper Ojogo	April 13, "
176	Inishi or Yanapura	" 16, "
177	Neawé	" 18, "
178	Amowa	March 16, "
179	Illah	April 18, "
180	Akpa	March 16, "
181	Bakurana	April 25, "
182	Abinsi	March 3, "
183	Agita	April 27, "
184	Chagaba	" 11, "
185	Igi	" 11, "
186	Byanga	" 18, "
187	Batsurror, River Katsena	May 30, "
188	Bapaasa, " "	June 15, "
189	Jimetchu, " "	" 15, "
190	Mungova, " "	" 15, "
191	Palava, " "	" 15, "
192	Imgboro, " "	" 15, "
193	Mangornor, " "	" 14, "
194	Buruku, " "	" 14, "
195	Bajembor, " "	" 13, "
196	Ishara, " "	" 14, "
197	Tigga, " "	" 6, "
198	Ikurawa, " "	" 12, "
199	Sausagi, " "	" 12, "
200	Katsena Alla, " "	" 8, "
201	Okortundor, " "	" 11, "
202	Nuhar	April 11, "
203	Kanzu	" 10, "
204	Ashiku	" 10, "
205	Ayinshi (Anyishi)	" 9, "
206	Ahwey (Awai)	December 25, "
207	Bazeni	April 10, "
208	Achiaga	August 16, "
209	Berriwoosoo	October 16, "
210	Schapia	November 16, "
211	Anyappa	April 14, "
212	Mamondo	" 14, "
213	Ajineeo	" 15, "
214	Quannati	" 15, "

Index No.	Name of Territory.	Date of Treaty.
215	Boawi	April 16, 1885.
216	Agesa (Agua)	" 17, "
217	Bagumar	" 17, "
218	Mavee	" 18, "
219	Addaw	" 27, "
220	Chosah	" 27, "
221	Condra	" 27, "
222	Maminquassa	" 27, "
223	Pampam	" 27, "
224	Qué	" 27, "
225	N ^y amchadda	" 28, "
226	Nufali	" 29, "
227	Okoro	" 9, "

3. The two following Treaties are partly within and partly without the proclaimed Protectorate :—

Index No.	Name of Territory.	Date of Treaty.
236	Gandu	June 13, 1885.
237	Sokoto	" 1, "

4. The following eight Treaties are fully without the proclaimed Protectorate, but lie within the point of demarcation with Germany :—

Index No.	Name of Territory.	Date of Treaty.
228	Jacken	August 12, 1885.
229	Chomul	July 18, 1885.
230	Opal	August 14, 1885.
231	Jangan	July 19, 1885.
232	Numan	" 19, "
233	Bulah	October 3, 1886.
234	Brahmio (Bulah)	" 3, "
235	Zungwali (Bulah)	" 3, "

(For the Royal Niger Company, Chartered and Limited.)
(Signed) HENRY MORLEY, *Secretary.*

March 21, 1887.

No. 53.

Question asked in the House of Commons, April 7, 1887.

Mr. W. F. Lawrence.—To ask the Under-Secretary of State for Foreign Affairs, whether it is the case that in May last a steam launch, the property of a British subject, passing up the Niger for purposes of legitimate trade, was, with its cargo, seized by the Imblama tribe; and what steps, if any, have been taken by Consul Hewett to recover the said property:

Whether, in October last, the National African Company kidnapped three boys belonging to the said tribes, and still detain them, though instructed by Consul Hewett on the 2nd June to hand them over:

Whether the seizure of the launch, its crew and cargo, was an act of reprisal on the part of the natives for the detention of the three boys; that the launch and cargo are still in the hands of the natives; and that the Agent of the Company, when informed of the imprisonment of the crew by the natives, declined, nevertheless, to interfere in any way for their rescue:

What remedy the crew and the owners of the launch, and of the cargo, have for the injuries and loss they have sustained, or still sustain, and against whom:



7TH APRIL 1897. THE 'Y' SHAPED TERRITORIES COLOURED IN A CONTINUOUS YELLOW SHAD. ON THIS MAP ARE THOSE OF THE ROYAL NIGER COMPANY AND ARE REFERRED TO IN MY LETTER OF TO-DAY TO THE SECRETARY OF STATE.

And, whether Her Majesty's Government, having regard to the Charter lately granted to the National African Company, will inquire into the matter with a view to prevent such acts.

Answer.

This matter has engaged the attention of Her Majesty's Government.

It is not certain whether the violence offered to this vessel can be traced to the holding as hostages by the National African Company of three of the Imblama tribe. The attention of the Company in question was at once, however, called to the incident, and on the 13th July they telegraphed to their Agents that the Imblama hostages were at once to be returned to their tribe.

On the 23rd ultimo they also informed this Office that every effort was being made by the Company and by the British Consul to obtain the surrender of the vessel and cargo and the immediate surrender of the marauding Chief who had seized them.

Her Majesty's Government can offer no opinion as to who is legally liable for the loss sustained by this outrage.

They, however, have every hope that the grant of the Charter just issued to the National African Company will enable better police arrangements to be made to prevent such occurrences taking place in future.

No. 54.

The Royal Niger Company to the Marquis of Salisbury.—(Received April 9.)

My Lord,

The Outer Temple, Strand, London, April 7, 1887.

I HAVE the honour, on behalf of the Council of the Company, to send herewith a Map showing, as closely as the absence of a proper survey will permit, the territories in the Niger regions over which the Council are anxious that the Royal Charter granted on the 10th July last should extend.

On the 12th February, 1885, when the Petition to Her Majesty was forwarded to the Foreign Office, only thirty-seven of the Treaties concluded between the Company and the native Chiefs had arrived in this country, and, consequently, these thirty-seven Treaties, referred to in the Petition, were alone recited in the body of the Charter. Subsequently to that Petition 200 further Treaties arrived in England and are in the possession of Her Majesty's Government, together with lists of the same. These further Treaties filled up the whole gaps that had been left between the thirty-seven Treaties (received beforehand) within the already-announced British Protectorate, and, moreover, extend on both banks of the main branch of the Niger to 5 miles beyond the town of Gomba, situated at the confluence of the Gulbi-n-Gindi and on both banks of the River Benue to the confluence with that river of its affluent the Faro, from 25 to 30 miles to the east of Yola, the capital of Adamawa. These territories are tinted yellow in the accompanying Map.

The Council would pray your Lordship to assent, under clause 12 of the Royal Charter, to the Company exercising the privileges thereby conferred over these new territories, and they further pray that Her Majesty's Protectorate may be extended so as to include these territories.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN,
Deputy Governor.

Inclosure in No. 54.

Map of the Niger District.

No. 55.

The Royal Niger Company to the Marquis of Salisbury.—(Received April 18.)

My Lord,

The Outer Temple, Strand, London, April 18, 1887.

IN further reply to Sir Villiers Lister's letter of the 7th ultimo, conveying to the Company the suggestion of the Board of Trade, relative to the alterations of the Com-

pany's retail trade licences, I am instructed to state that the Council are prepared to accept this suggestion, viz. :—

That in lieu of a single licence of 100*l.* covering any number of factories, there shall be a retail trade licence duty of 50*l.* for a single factory, with an addition of 10*l.* for each extra factory.

I am further instructed to state that the Council, although adopting this suggestion, in conformity with the desire of your Lordship and of the Board of Trade, see no reason to modify in any respect their anticipations of serious evils, conveyed in their letter to the late Foreign Secretary of the 31st December last.

I have, &c.

(Signed) HENRY MORLEY, *Secretary.*

No. 56.

The Royal Niger Company to Foreign Office.—(Received April 18.)

MR. G. GOLDIE-TAUBMAN presents his compliments to Sir Julian Pauncefote, and ventures to remind him that the Map required by the Foreign Office has been duly sent in by the Company, and that the question of legalizing the 200 extra Treaties with the natives is one of urgent importance.

The Outer Temple, Strand, London, April 18, 1887.

No. 56*.

Memoranda by Sir Percy Anderson, Sir J. Pauncefote, and Mr. Davidson.

Sir J. Pauncefote,

THESE voluminous papers, being now in print, can be conveniently dealt with.

1. There is the question of the additional Treaties concluded by the Company.

Under Article 12 of the Charter (p. 9), the Company must have the approval of the Secretary of State for the acquisition of new rights. A host of Treaties have been concluded (pp. 63-67). The 37 included in the Charter were, when this list was published, increased to 237. On the 18th August the Company asked for approval of these Treaties, which has not yet been given. Shall we now give it? The approval must be limited to Treaties concluded within the limits of the British Protectorate.

Copies of all the Treaties have been lodged with us. They are printed pp. 66-74.

2. The Trade Regulations and licences question has been considered, but not finally settled. They are printed pp. 32-35. I think the last Board of Trade letter recently received is with Sir J. Pauncefote.

3. Are we to make any remarks on the Regulations for administration of justice, &c. (pp. 36-59). The sanction of the Secretary of State is not required by the Charter, but disapproval would have to be conveyed. Mr. Goldie-Taubman fully explained them verbally.

H. P. A.

February 21, 1887.

Treaties.—We cannot approve these 200 new Treaties without the promised Map, and an approximate delimitation of the territories comprised in each, and numbered to correspond.

Perhaps Mr. Davidson will examine the text of the Treaties to see whether they suffice.

Justice.—Mr. Davidson, for observations on Regulations.

J. P.

February 22, 1887.

As regards the locality of the Treaties, no published Map will materially help us. The Company has filled up, as they believe, every gap between Akassa and Ibi; it would require an Ordnance survey to verify. I hold that we are quite safe if the Treaties are correct, and the territory within the limits of our Protectorate.

H. P. A.

February 22, 1887.

The Charter is annexed. The Company have sent us 237 Treaties with native Chiefs, which cover the whole main stream of the Niger from the principal, or Nun, mouth to Ibi on its great affluent, the Benué. Some of the Treaties, in the interior, extend beyond the limits of the British Protectorate.

On the other hand, the Company's Treaties do not extend to the other outlets of the Niger, where the Liverpool firms are, though some of their upper waters may be covered by them.

It would be an impossibility to define the limits of the territories of the 237 Chiefs, some of them are petty men, some powerful Sultans; their boundaries are ill-defined, and are, in many cases, shifting from wars, &c.

I do not see that we can give any definition further than that the Company's Treaties which have been submitted to the Secretary of State are 237 in number, and cover the ground as above stated.

But I would prefer not to answer this at present, as we are in a transition state, several of the newly-made Treaties awaiting the sanction of the Secretary of State, which has to be given under Article 12 of the Charter, and cannot be withheld without creating inextricable confusion.

H. P. A.

March 21, 1887.

I think that the Company should agree to some lines of demarcation, showing the extent of territory which they claim to bring under the operation of the Charter.

If any particular place is hereafter in dispute, they will have to produce the particular Treaty or Treaties under which they claim, but although they may not be able to designate precisely on a Map the extent of territory covered by each Treaty, they surely can mark out the extreme boundaries of their possessions. In my opinion we should insist on this being done, in order to be in a position to answer inquiries from foreign Governments as well as from private individuals, especially rivals in trade.

J. P.

March 23, 1887.

I think so.—S.

Sir Julian Pauncefote,

These Regulations are designed to meet a new state of things, almost without precedent, and I think we ought to view them in a most comprehensive spirit, and not subject them to minute criticism.

The Niger Company have taken upon themselves a very large responsibility, and should, in my opinion, be allowed as far as practicable to discharge it in their own way. If their methods do not stand the test of practice, the Secretary of State has such ample powers of control and veto vested in him by the terms of the Charter (especially by sections 5 and 13) that it is scarcely necessary for him, in the initial stage, to exercise a very stringent supervision.

1. *Justice*.—(The Regulations are to be found at pp. 36-59 of the print.)

I have made various minor-suggestions for consideration upon the draft itself; the first serious question, however, which arises is upon section (D) 1 and 2, at p. 45.

I think the procedure should be, as far as practicable, that of Great Britain, and also the law.

If these hedge Tribunals are to administer justice, having regard, according to the varying nationality of the persons who will come from time to time before them, to the laws of every single European State, the confusion will be frightful.

They will have quite enough to do, I dare say, to master as far as practicable English law and procedure. There seems no objection, as far as natives only are concerned, that their usages shall be carefully regarded when practicable, in cases

to which they are parties, but I think civilized persons of other nationality than British must be content with British law in protected British territory.

I am not sure whether, before executing a death sentence on a foreigner, the Company ought not to communicate with the Secretary of State. He would of course be kept in custody meanwhile out there.

Corporal Punishment, p. 54.—Are we to sanction the infliction of this punishment in the present state of opinion with regard to it as a military punishment?

2. *Trade Regulations*.—I have been waiting for the last Board of Trade letter, which I have not seen, with reference to this question. But I understand that no question of law arises, and that this point has now been dealt with.

3. *Treaties*.—The confirmation of these by the Secretary of State presses, and the Niger Company are very anxious to receive his approval (as provided by section 12 of the Charter) of them.

I have seen the Maps which at present exist of these regions, and anything like an accurate delimitation seems to be impossible with existing means.

The Company will no doubt be very careful not to overstep the German line, which seems to be the main practical thing.

The language employed in some of these Treaties is rather strange from a legal standpoint, as for instance when the "heirs" of a Corporation are alluded to; there are also some nugatory grants, as for instance one by the King of Bapaasa, to the effect that all disputes between British or foreign traders or neighbouring tribes shall be submitted to the National African Company for settlement.

The various clauses giving a monopoly of trade have now of course become nugatory, but the Treaties containing them were granted to the National African Company (as it then was) before they obtained their Charter, and had free trade principles imposed upon them.

As far as the grants are concerned, the terms of the Treaties seem quite comprehensive enough to give the Niger Company the fullest powers that could be granted to them. This seems to be the main point to be secured before the Secretary of State approves of such Treaties, and in the present case it seems to have been effected.

W. E. D.

March 8, 1887.

I cannot make out whether the Regulations are now in operation. Is that so?

J. P.

Yes, they have been issued before being referred to us.

H. P. A.

We should take exception to their having been communicated to us after instead of before promulgation.

As regards the judicial administration, we might ask for explanations of the law in force, as (D), p. 45, seems to give the option to apply the laws of all nations. Something more definite should be laid down, and, as regards capital punishment, it should not be carried without the assent of the Secretary of State.

As regards the Treaties, I think they should have the approval of the Secretary of State under section 12 of the Charter.

J. P.

March 12, 1887.

S.

Davidson,

I should be glad to confer with you as to the preparation of the necessary documents, when you are disengaged.

I have an appointment with Lord Cross at 3:30, but shall be back by 4.

J. P.

April 19, 1887.

Question asked in the House of Commons, April 21, 1887.

Sir George Campbell,—To ask the Under-Secretary of State for Foreign Affairs, whether Her Majesty's Government will submit to Parliament any papers showing the circumstances under which the Government of the day were induced to grant a territorial Charter to the Royal Niger Company, the extent of the territories and Protectorates now claimed and possessed by that Company, the progress they have made in establishing government and jurisdiction, the fiscal system and Commercial Tariffs which they have established, their relations with neighbouring native Powers, and the degree to which they have reconciled the sovereignty of a trading Company with free trade or the contrary.

Answer.

The request of the honourable Member is reasonable. I will as soon as possible lay upon the Table papers on the subject. I cannot pledge myself to all the details of the question, but the House shall be fully informed.

No. 58.

Colonial Office to Foreign Office.—(Received April 22.)

Sir,

Downing Street, April 21, 1887.

I AM directed by Secretary Sir H Holland to transmit to you a copy of a letter from the Admiralty, with its inclosure, and I am to request you to move the Marquis of Salisbury to cause their Lordships to be furnished with the copies of Charter of the Niger Company, which they require.

I am, &c.

(Signed) R. H. MEADE.

Inclosure 1 in No. 58.

The Admiralty to Colonial Office.

Sir,

Admiralty, April 16, 1887.

I AM commanded by the Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for the Colonies, copy of a letter from the Commander-in-chief on the Cape of Good Hope and the West Coast of Africa station, dated the 14th March, requesting to be supplied with a copy of the Royal Charter granted to the Niger Company, and I am to request that you will move Secretary Sir Henry Holland to cause three copies of the Charter to be supplied.

I am, &c.

(Signed) EVAN MACGREGOR.

Inclosure 2 in No. 58.

Rear-Admiral Hunt-Grubbe to Admiralty.

Sir,

"Raleigh," at Accra, March 14, 1887.

I HAVE the honour to request that you will bring to the notice of the Lords Commissioners of the Admiralty the fact that I have not been supplied with a copy of the Royal Charter granted to the Niger Company, and to request that the same may be sent to me.

2. I observe that 176 tons of coal was purchased by Her Majesty's gun-vessels "Alecto," "Express," and "Wrangler," at the very high rate of 55s. per ton, from the Royal Niger Company, when employed in connection with the late expedition, and I beg leave to submit that, should their Lordships fail to consider that the Company ought to bear this expense, they being chartered and, consequently,

supposed to protect themselves, the Company should be desired to charge cost price only for the coal purchased.

3. I much fear, however, that unless their Lordships order a claim to be preferred against the Company for all expenses incurred by Her Majesty's ships, we shall have an annual, and, it may be, more frequent appeal for assistance.

4. I am credibly informed that the recent difficulty would not have occurred had the Company retained the efficient Houssa Police with which they commenced; but a policy of false economy on their part led them to disband their Houssas and enlist Elmina men, who are totally unfit, from their craven propensities, to be policemen. The Company are again enlisting Houssas.

I have, &c.
(Signed) W. HUNT-GRUBBE.

No. 59.

Foreign Office to Board of Trade.

Sir,

Foreign Office, April 22, 1887.

WITH reference to your letter of the 9th February last on the subject of the Royal Niger Company's Tariff and Licence Regulations, I am directed by the Marquis of Salisbury to transmit to you herewith, to be laid before the Board of Trade, copy of a letter from the Royal Niger Company,* accepting the modifications suggested by Her Majesty's Government with respect to the Company's retail trade licences; and I am to request you to state that Lord Salisbury now proposes, with the concurrence of their Lordships, to approve the trade Regulations.

I am, &c.
(Signed) T. V. LISTER.

No. 60.

Question asked in the House of Commons, April 25, 1887.

Mr. Stephen Williamson.—To ask the Under-Secretary of State for Foreign Affairs, whether his attention has been called to the Report in the "Lagos Observer" of the 19th February of the trial of a man named Shaw, who was sentenced to death by Mr. Sergeant, Acting General Agent of the Royal Niger Company; that the trial took place at 8 o'clock in the morning, when sentence is alleged to have been pronounced in this summary fashion, "You will be hung after breakfast;" and that when Shaw asked for five minutes in which to say his prayers, Sergeant is reported to have replied, "Oh, you will have plenty of time to pray in the next world:"

Whether the trial and condemnation of Shaw, if correctly narrated in the "Lagos Observer," were in contravention of the "West Africa Order, 1885," issued in conformity with principles agreed upon at the Berlin Conference:

And, whether, in view of many questions gravely affecting the powers, privileges, and duties of the Royal Niger Company, Her Majesty's Government will cause inquiry to be made into the manner in which the Royal Niger Company exercise the powers conferred on them by their Charter.

Answer.

A full Report has been received (see annexed papers). Shaw, a negro in the Company's service, was tried by the late Major Veitch for the cold-blooded murder of a native woman, to which he pleaded guilty. Mr. Sergeant does not seem to have been in any way connected with the trial. He was executed the same day, in consequence of the exasperation of the natives to whose tribe the woman belonged, and to save a woman whose life they threatened to take in retaliation.

The trial was, of course, not under the Order in Council of 1885. That Order had

nothing to do with the principles of the Berlin Conference, which do not apply to the Niger (except as regards free navigation of the river).

As regards the last paragraph there is ground for watchfulness, but no necessity for inquiry.

No. 61.

The Royal Niger Company to the Marquis of Salisbury.—(Received May 3.)

My Lord, *The Outer Temple, Strand, London, May 2, 1887.*

I HAVE the honour, on behalf of the Council, to inclose six copies of a Regulation passed on the 29th ultimo to meet the suggestions of your Lordship and of the Board of Trade for amending the Customs and Licence Regulations of the Company.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN,
Deputy-Governor.

Inclosure in No. 61.

The Royal Niger Company, Chartered and Limited.

THE following Regulation is hereby duly made this 29th day of April, 1887:—

(A.) That this Regulation may be cited as "The Customs Duties and Retail Trade Licence Amendment Regulation (1887)," or numerically as No. XVIII (1887).

(B.)—*Prevention of Fraudulent Declarations.*

1. That the excess rate of 2 per cent. over the values declared at Akassa of imported goods, at which excess rate the Company may, in order to prevent fraudulent declarations, take over such imported goods under Clause (F) of Regulation No. XI (1886), shall, after the 31st day of May next, be increased to 5 per cent. over the declared values.

2. That such power to take over goods at 5 per cent. over the declared values shall, after the 31st day of May next, also apply to declarations made of imported goods at Lokoja, and to those made at ports of export of native produce on which an *ad valorem* export duty is charged.

(C.)—*Retail Trade Licences.*

1. That clause (A) of Regulation No. XII (1886), providing for Retail Trade Licences, be repealed from the 30th day of June next, and that the following sub-clause 2 be a Regulation of the Company from that date.

2. No foreigner or foreign Company shall, either directly or through an agent or agents, sell or barter, or expose for sale or barter by retail, any merchandize within the Niger Territories without a retail trade licence. Each of such licences shall be annual, and shall be valid until the 31st day of December next following the date of its issue, and shall be procurable at any of the Company's stations on and after the 30th day of June, 1887, on which date this Regulation shall first come into force. The cost of one annual licence for one factory, station, or other place of trade, shall be 50/., together with a further sum of 10/ for every additional factory, station, or place of trade occupied by the same trader or trading Company, or by any agent of the said trader or trading Company, in the Niger Territories.

3. That no retail trader or trading firm who shall, before the 30th day of June next, have paid the retail trade licence for the current year (1887), under clause (A) of Regulation No. XII (1886), shall be required to make any further payment for the current year (1887) for a retail trade licence under this amended Regulation.

Given under the seal of the Company this 29th day of April, 1887.

(Seal of the Company.)

(Signed)

G. D. GOLDIE-TAUBMAN,
CHARLES W. MILLS,
JAMES A. CROFT, } *Members of the Council.*

The Royal Niger Company to the Marquis of Salisbury.—(Received May 3.)

My Lord,

The Outer Temple, Strand, London, May 3, 1887.

I HAVE the honour, on behalf of the Council of the Company, to inclose to your Lordship six copies of a Regulation made on the 29th ultimo, prohibiting the importation of spirituous liquors for the purposes of trade into the Benue districts.

I beg to point out that the prohibited regions constitute about one-third of the Company's Territories, and that the possibility of preventing the importation of spirituous liquors arises from the physical difficulties which lie in the way of smuggling.

The Company would be equally willing to prohibit the importation of spirituous liquors into another third of its Territories, namely, that lying on either side of the main Niger above its confluence with the Benue, but for the fact that, owing to the very low duty on spirits levied in the British Colony at Lagos, such a measure on the part of the Company would be rendered nugatory by the smuggling of spirits from Lagos into the province of Nupe through Illorin.

The Council of the Company are quite aware of the difficulties attending the raising of the spirit duties at Lagos to the heavy rate levied on the Gold Coast and in the Niger Territories, difficulties which arise from the adjacent French and German Settlements levying no duties whatever upon spirits, which are, as is well known, chiefly exported from France and Germany. It may at first sight appear hopeless under these circumstances to approach their respective Governments with the view of inducing them to impose a tax on the import into Africa of spirituous liquors, but the Council cannot but think that they might be convinced by the same arguments which have induced the Company, not merely from philanthropic but from sound business motives, to largely discourage the importation of spirituous liquors, firstly, by means of heavy duties throughout the Territories and now by actual prohibition as regards one-third of those Territories. I would venture to point out to your Lordship that although the evils of the spirit traffic have been most unreasonably exaggerated, especially in view of the fact that the Pagan native races consume (and long before the advent of European traders, always had consumed) far larger quantities of their own manufactured intoxicating liquors than those imported from Europe, yet that all colonizing nations have a similar interest in permanently extending and developing their general trade with West Africa, and that no business mainly based on the liquor traffic can be either sound or permanent or can lead to fresh requirements on the part of the natives, who are gradually becoming, through the trade in useful articles, more civilized and leading more complex existences. While it is certain that the manufacturers of spirits in Germany and France would strain every nerve to induce their respective Governments to maintain the present system, the Council cannot but hope that public opinion in those countries would recognize the folly of sacrificing to the interests of a small clique the prospects of a large colonial development and of permanent and growing trade in useful articles.

The Council feel that they may be liable to the accusation of stepping beyond their province in laying this matter before your Lordship, but they venture to hope that the great importance of the subject, with which they have naturally a special acquaintance, may be considered sufficient excuse.

An arrangement with France and Germany, such as is suggested above, would admit of a uniform duty on spirits being levied from Senegal to the Cameroons, inclusive.

Such uniform duty might be fixed at the highest rate which would not make the inducements for smuggling so great as to defy preventive precautions. I submit that, with a uniform system extending over 2,500 miles of coast, a duty four times as high as that now levied in the Gold Coast Colony and twenty times as high as that now levied at Lagos might safely be imposed.

I have, &c.

(Signed)

G. D. GOLDIE-TAUBMAN,

Deputy-Governor.

Inclosure in No. 62.

The Royal Niger Company, Chartered and Limited.

THE following Regulation providing for the prohibition of the import of spirituous liquors into the Benue regions is hereby duly made this 29th day of April, 1887.

(A.) This Regulation may be cited as "The Spirituous Liquors Regulation (1887)," or, numerically, as "Regulation No. XIX (1887)."

(B.) No vessel, boat, canoe, or other craft, whether in the service of the Company or otherwise, having on board any spirituous liquors, except such as shall have been duly certified by the Customs authority at Lokoja, or by a senior executive officer of the Company, under clause (E) of this Regulation, shall touch, load, or discharge at any place on the banks of the River Benue, or of any of its affluents other than the main Niger, being within the Niger Territories administered by the Company under Royal Charter.

(C.) If any vessel, boat, canoe, or other craft shall in any way contravene this Regulation, it shall be liable to seizure and forfeiture.

(D.) Every person, whether in the service of the Company or otherwise, taking part in landing, or in attempting to land, within the above prohibited region any spirituous liquors, except such as shall have been duly certified by the Customs authority at Lokoja, or by a senior executive officer of the Company, under clause (E) of this Regulation, shall be liable for a first offence to a penalty not exceeding 100*l.*, and for a second offence to a further penalty not exceeding 500*l.*, and for a third offence shall, in addition to a further full penalty of 500*l.*, be liable to imprisonment for a term not exceeding six months.

(E.)—*Exception to Prohibition.*

1. Shall be excepted from the above prohibition any reasonable quantity of spirituous liquors for the personal consumption of any white residents in, or white visitors to, the Benue regions, whether in the service of the Company or otherwise, duly declared at Lokoja in the form set forth in the schedule attached hereto, or in any equivalent approved form, and certified as reasonable by the Customs authority at Lokoja, or by any senior executive officer of the Company; provided always that such certificate shall be produced for examination by the officers of the Company when required.

2. In the event of any importer or person in charge of any vessel, boat, canoe, or other craft being dissatisfied with the refusal of the Customs authority at Lokoja to certify such declaration on the ground that the amount desired to be imported is excessive, or on any other ground, an appeal shall lie, at the option of the importer, either to the nearest senior executive officer, and then to the Council in London, or to the Council in London direct.

(F.) This Regulation shall come into force on the 1st day of June, 1887.

Given under the seal of the Company, this 29th day of April, 1887.

(Seal of the Company.)

(Signed)

G. D. GOLDIE-TAUBMAN,	} <i>Members of the Council.</i>
CHARLES W. MILLS,	
JAMES A. CROFT,	

SCHEDULE.

Declaration of Spirituous Liquors for Personal Consumption in the Benue Regions, for the Information of the British Government.

I, the Undersigned, master or owner of the trading, or being a resident in, or visitor to, the Benue regions of the Niger Territories, do hereby declare that I have on board the said vessel, or I desire to import spirituous liquors as understated, which I declare to be for the personal consumption of white persons, and for no other purpose :—

Quantity and Description of Spirituous Liquors.	Names of White Persons for whose consumption.	Approximate Time of Consumption.

Signature _____

Occupation _____

Date _____

I hereby certify my approval of the importation of spirituous liquors as above.

Customs Officer,
or Senior Executive Officer.

Lokoja, _____, 188 .

To be signed in triplicate, one copy being held by the importer, and the other two by the Customs authority, of which one to be at once sent to the Company.

No. 63.

Board of Trade to Foreign Office.—(Received May 4.)

Sir,

Board of Trade, London, May 3, 1887.

I AM directed by the Board of Trade to acknowledge the receipt of your letter of the 22nd ultimo, transmitting, by direction of the Marquis of Salisbury, a copy of a letter from the Royal Niger Company accepting the modifications suggested by Her Majesty's Government with respect to the Company's retail trade licences, and stating that his Lordship proposes, with the concurrence of this Board, to approve the Trade Regulations as amended.

In reply, I am to request that you will be good enough to inform his Lordship that the Board of Trade concur in the course which it is now proposed to adopt.

I have, &c.

(Signed) R. GIFFEN.

No. 63*.

Admiralty to Foreign Office.—(Received May 9.)

Sir,

Admiralty, May 6, 1887.

WITH reference to your letter of the 8th January, relative to an outrage committed on the British barque "Inca" by the natives off Drewin, on the West Coast of Africa, I am commanded by my Lords Commissioners of the Admiralty to transmit, for the perusal of the Secretary of State for Foreign Affairs, copy of the remarks of the Commander-in-chief on the Cape of Good Hope and West Coast of Africa Station, dated the 19th March, in forwarding a Report on this subject from the commanding officer of Her Majesty's ship "Racer."

I am, &c.
(Signed) EVAN MACGREGOR.

Inclosure in No. 63*.

*Rear-Admiral Sir W. Hunt-Grubbe to Admiralty.**"Raleigh," off Lagos, March 19, 1887.*

FORWARDED with reference to your letter of the 14th January last, observing that I have ordered Her Majesty's ship "Icarus" to call at Drewin in about six weeks' time; and in the event of these outrages being repeated, I shall be compelled to request their Lordships to give me permission to carry out the punishment promised by Commander Fullerton.

(Signed) W. HUNT-GRUBBE.

Commander Fullerton to Rear-Admiral Sir W. Hunt-Grubbe.

Sir,

"Racer," off the Ivory Coast, March 11, 1887.

With reference to the case of Messrs. Lucas, Brothers' barques "Inca" and "Avonside," I have to make the following Report:—

I found the barque "Inca" off Trepo on the 11th March. Her master, Captain Goulding, came on board and confirmed his Report of the 18th October. The natives did not broach the cargo, but took forcible possession of private goods belonging to the crew; they remained on board from 9 A.M. till 4 P.M., forcing the captain to part with his cargo at their own terms.

2. About the latter end of October the natives of Trepo boarded the same ship in the offing, taking charge of the ship, letting go ropes, threatening to take the captain on shore, thereby forcing him to trade. Both at Drewin and Trepo a certain amount of trade has been brought off in exchange for goods landed, though not to full value.

3. On Her Majesty's ship "Racer" appearing on the scene at Trepo this morning, several casks of palm oil were brought alongside the "Inca," and the Captain states that he considers the visit of this ship will have the effect of quieting the natives for some months.

4. There appears to be no excuse for these people, as they nearly all speak English, and are intelligent, and a great many of them have been to England. These ships are in the habit of bringing out a general cargo, consisting of cloth, guns, umbrellas, &c., On arrival off the various ports, a gang of natives came on board in charge of a Headman; the captain tells them the equivalent value of the goods in palm oil, palm kernel, ivory, &c.; they are then allowed to take the goods out of the vessel, and she remains on the coast until she has received the *quid pro quo* (sometimes for a space of two years).

5. I took the captain of the "Inca" with me to Drewin, and sent on shore for the Chiefs to come on board, which they did about 2 P.M., viz., Chiefs Duke Walker and Quee, bringing several Headmen of different villages with them.

6. The difficulty appears to have been in consequence of the masters of ships having increased the price of guns and powder, and the natives acknowledged they had tried to force the masters to sell them at their own terms.

7. I fully explained to the Chiefs that if any act of this sort was reported again their villages would be burned and people killed, and they have promised on their own

[107]

2 M

parts to refrain from such acts in the future, and also to hold a meeting with all the neighbouring Chiefs and tell them what I have said to them.

8. I went to general quarters firing shell, and also from machine-guns and small arms. This seemed to impress them forcibly. I said I hoped on a future occasion the guns would not be laid towards the shore instead of seawards.

9. I forward an Agreement signed by the two principal Chiefs, Duke Walker and Quee, the latter being the man who put a pen in the master of the barque "Incas" hand and forced him to sign that he would part with his goods for less than he originally intended to do.

10. The natives are a fine intelligent race, superior to any I have met with on the West Coast of Africa. I may add that they have promised to bring off the remainder of the palm oil that is due to the master of the "Inca," and I think they will keep their promise.

11. The "Avonside" is still on the coast, but has not been molested.

12. Both the British and African and the African steam-ships pass close to these vessels weekly, and I have informed the master of the "Inca" that he and all the other masters of trading vessels are in future to send complaints by these steamers, addressed "The Senior Naval Officer, Sierra Leone, care of Naval Agent."

I have, &c.

(Signed) ARTHUR G. FULLERTON.

"Racer," at Drewin, March 11, 1887.

The Chiefs Duke Walker and Quee, of Duke Walker Town and King William Town respectively, have this day agreed to act peaceably towards all merchant-vessels engaged in trade on the coast of Drewin for the future.

(Signed) ARTHUR G. FULLERTON, *Commander,*
H.M.S. "Racer."

R. F. SMITH, *Lieutenant, H.M.S. "Racer."*

THOS. B. GOULDING, *Captain, Barque "Inca."*

DUKE WALKER, his × mark.

QUEE, his × mark.

Duke Walker and Quee have each a copy of this Agreement.

(Signed) A. G. FULLERTON, *Commander.*

No. 64.

Foreign Office to Board of Trade.

Sir,

Foreign Office, May 12, 1887.

WITH reference to your letter of the 3rd instant, I am directed by the Marquis of Salisbury to transmit to you, to be laid before the Board of Trade, copy of a letter from the Royal Niger Company,* inclosing copy of the amended Regulation with respect to the Company's trade licences; and I am to request that you will move their Lordships to inform Lord Salisbury whether the Regulation as altered meets their suggestions.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 65.

Foreign Office to Board of Trade.

Sir,

Foreign Office, May 16, 1887.

I AM directed by the Marquis of Salisbury to transmit to you herewith, to be laid before the Board of Trade, copy of a Regulation of the Royal Niger Company providing for the prohibition of the import of spirituous liquors into the Benue regions;† and I am to request that you will inform their Lordships that Lord

* No. 61.

† Inclosure in No. 62.

Salisbury proposes, with their concurrence, to express satisfaction at this Regulation, the object of which is to restrain the trade in spirits among the Mussulman tribes of the interior.

I am, &c.
(Signed) T. V. LISTER.

No. 66.

The Royal Niger Company to the Marquis of Salisbury.—(Received May 19.)

My Lord, *The Outer Temple, Strand, London, May 18, 1887.*

I HAVE the honour, on behalf of the Council of the Company, to draw your Lordship's attention, amongst other correspondence on the subject, to my letter of the 7th ultimo to your Lordship, and of the 18th August last to the late Foreign Secretary. These letters, and the other correspondence on the subject, prayed that affairs on the Niger might be put into a legal and constitutional shape by the Secretary of State assenting to the extension of the powers of the Royal Charter, under its clause 12, to the whole of the Territories held by the Company under sovereignty Treaties with the native Rulers.

With my letter of the 7th ultimo I had the honour to inclose a Map of the Company's Territories, in accordance with your Lordship's desire, as expressed in Sir Philip Currie's letter of the 2nd February last.

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN,

No. 67.

Foreign Office to Treasury.

Sir, *Foreign Office, May 19, 1887.*

I AM directed by the Marquis of Salisbury to request that you will inform the Lords Commissioners of the Treasury that it has been decided to bring under the operation of the Charter granted to the Royal Niger Company in accordance with Article 12 of the Charter, certain additional Territories which have recently been acquired by the Company by virtue of Agreements with the native Chiefs, and also to place those Territories under the protection of Her Majesty the Queen.

For this purpose it is necessary that a Form of Approval by the Secretary of State should be prepared under Article 12 of the Charter, and also a Form of Declaration of the extension of Her Majesty's Protectorate to the Territories in question.

I am to request that you will move their Lordships to cause instructions to be sent to Mr. K. S. Wright (who prepared the Charter of the Company) to place himself in communication with this Office with a view to the preparation of the documents above mentioned, and to advising on various questions arising thereon.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 68.

The Royal Niger Company to the Marquis of Salisbury.—(Received May 20.)

My Lord, *The Outer Temple, Strand, London, May 20, 1887.*

I HAVE the honour, on behalf of the Council, to inclose to your Lordship six copies of a Regulation made yesterday, prohibiting the payment of wages in the Niger Territories in spirituous liquors.

The Council have little doubt that your Lordship will approve of this Regulation, which is in pursuance of the policy persistently followed by the Company since its formation, of restricting as much as possible the consumption of European liquors in the Basin of the Niger.

In connection with this subject, I have to draw your Lordship's attention to my letter of the 3rd instant, conveying the suggestion of the Council that the French and

German Governments might be successfully approached, with the view of establishing a heavy and uniform import duty on spirituous liquors throughout the West Coast of Africa, from Senegambia to the Cameroons inclusive.

I have, &c.
(Signed) G. D. GOLDIE-TAUBMAN,
Deputy-Governor.

Inclosure in No. 68.

The Royal Niger Company, Chartered and Limited.

THE following Regulation prohibiting the payment of wages in spirituous liquors is hereby duly made this 19th day of May, 1887.

(A.) This Regulation may be cited as "The Spirituous Liquors (No. 2) Regulation (1887)," or, numerically, as "Regulation No. XX (1887)."

(B.) No person within the Niger Territories, whether acting as a principal on his own behalf or as an agent on behalf of any person or Association, shall pay or agree to pay any wages to any person, either wholly or in part, in spirituous liquors of any kind whatsoever.

(C.) Every person who, whether as a principal or as an agent, shall contravene this Regulation, shall be liable for a first offence to a penalty not exceeding 50*l.*; and for a second offence, to a further penalty not exceeding 100*l.*; and for a third offence shall, in addition to a further full penalty of 100*l.*, be liable to imprisonment for a term not exceeding six months.

(D.) This Regulation shall come into force on the 30th day of September, 1887.

Given under the seal of the Company, this 19th day of May, 1887.

(Seal of the Company.)

(Signed) G. D. GOLDIE-TAUBMAN, }
JAMES F. HUTTON, } *Members of the*
CHARLES W. MILLS, } *Council.*

No. 69.

Treasury to Foreign Office.—(Received May 21.)

Sir,

Treasury Chambers, May 21, 1887.

I AM desired by the Lords Commissioners of Her Majesty's Treasury to acquaint you, for the information of the Secretary of State, in reply to your letter of the 19th instant, that the necessary directions have been given to their Solicitor to instruct Mr. K. S. Wright to put himself into communication with the Foreign Office, with a view to the preparation of a Form of Approval by the Secretary of State under Article 12 of the Charter granted to the Royal Niger Company, and a Form of Declaration of the extension of Her Majesty's Protectorate to the Territories which it is intended to bring under that Charter.

I am, &c.
(Signed) C. G. BARRINGTON.

No. 70.

[Foreign Office to Mr. Wright.]

Sir,

Foreign Office, May 21, 1887.

WITH reference to my other letter of to-day's date, I am directed by the Marquis of Salisbury to transmit to you a copy of a Regulation* made on the 30th July last by the National African Company (Limited) (now known as the Royal Niger Company), for the provisional administration of justice in the Niger Territories; and I am to request that you will be good enough to favour his Lordship with your opinion as to whether it may be approved in its present form, or, if not, that you will specify such

* Inclosure 2 in No. 30.

alterations as you consider to be necessary or advisable before the approval of the Secretary of State can properly be accorded to it.

Lord Salisbury will also be obliged if you will favour him at the same time with any general observations which may occur to you upon the various provisions contained in the Regulation.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 71.

Foreign Office to Mr. Wright.

Sir,

Foreign Office, May 21, 1887.

I AM directed by the Marquis of Salisbury to transmit to you the accompanying papers, marked in the margin,* relating to the affairs of the Niger Company, and to request your opinion on the following points arising out of their contents:—

1. By the 12th Article of the Charter granted to the above-mentioned Company, copy of which is herewith inclosed for convenience of reference, the Company is further authorized and empowered, subject to the approval of the Secretary of State, to acquire and take by purchase, cession, or other lawful means, other rights, interests, authorities, or powers of any kind or nature whatever, in, over, or affecting the Territories, lands, or properties comprised in the several Treaties aforesaid, or any rights, interests, authorities, or powers of any kind or nature whatever, in, over, or affecting other Territories, lands, or property in the region aforesaid, and to use, enjoy, and exercise the same for the purposes of the Company, and on the terms of the Charter.

A question has, however, arisen with regard to the exact meaning to be attributed to the words "in the region aforesaid," but it is conceived that, looking to the fact that in the Petition which was originally presented to Her Majesty by the National African Company (Limited) and which is recited in the preliminary portion of the Charter, it is stated that the Kings, Chiefs, and peoples of various Territories in the basin of the River Niger in Africa, fully recognizing, after many years' experience, the benefits accorded to their countries by their intercourse with the Company and their predecessors, have ceded the whole of their respective Territories to the Company by various Acts of Cession specified in the schedule of the Charter, and that subsequently in the same Petition it is stated that the Company have purchased the business of all European traders in the regions aforesaid, &c., that these words are undoubtedly sufficiently wide to comprise any Territories whatever, if situated in the basin of the River Niger.

If this view is, in your opinion, correct, I am to request you to be good enough to advise as to the form in which the sanction of the Secretary of State should be given, under section 12 of the Charter, to the extension of the rights and powers of the Company.

2. On the 5th June, 1885, a Notice, copy of which is herewith inclosed, was issued in the "London Gazette," announcing that certain Territories in the West Coast of Africa, which were thereafter referred to as the "Niger Districts," and whose limits were thereafter specified, had been placed under the Protectorate of Her Majesty the Queen.

The present sphere of action of the Niger Company, though still strictly limited to Territories within the basin of the Niger, has now extended far beyond the boundaries of those "Niger Districts" over which the Protectorate of Her Majesty was on the 5th June, 1885, proclaimed. It would therefore seem to be expedient, if the view suggested above as to the meaning of the words "in the region aforesaid," be correct, that Her Majesty should further extend her Protectorate over all such Territories as have now been or are likely in the immediate future to be, acquired by the Niger Company within the basin of the river; and I am to request you to be good enough to advise as to the most suitable form of notice for extending Her Majesty's Protectorate as above indicated.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

Board of Trade to Foreign Office.—(Received May 25.)

Sir,

Board of Trade, London, May 23, 1887.

I AM directed by the Board of Trade to state, in reply to your letter of the 12th instant, that the amended Regulations of the Niger Company, a copy of which was inclosed in your letter, appear to meet the two suggestions of the Board of Trade which have been under discussion in recent correspondence, viz., that the licence duty to traders, instead of being a uniform duty of 100*l.*, should be a duty of 50*l.* only for a single factory with an addition of 10*l.* for each additional factory; and that the addition to the valuation for taking over goods subject to *ad valorem* duty should be 5 per cent. instead of 2 per cent. Subject to their observations in former correspondence, therefore, the Board raise no further objection to the Regulations in question.

I am also directed to state, in reply to your letter of the 16th instant, that the Board approve of the Regulation therein referred to, prohibiting the import of spirituous liquors into the Niger Territories.

I have, &c.
(Signed) A. GIFFEN.

No. 73.

The Royal Niger Company to the Marquis of Salisbury.—(Received May 25.)

My Lord,

The Outer Temple, Strand, London, May 24, 1887.

I AM instructed to draw your Lordship's attention to the letters written by the Deputy-Governor of the Company on the 13th August, 1886, and the 17th January, 1887, with reference to the Company's flag.

I have, &c.
(Signed) HENRY MORLEY, *Secretary.*

No. 74.

Mr. Wright to Foreign Office.—(Received May 25.)

Sir,

1, Paper Buildings, Temple, May 25, 1887.

WITH reference to your letter dated the 21st instant (returned herewith), I have the honour to report as follows:—

1. In my opinion, the expression "in the region aforesaid," in the 12th Article of the Charter of the National African Company, is sufficiently large to include any territories in the Niger Basin.

2. I have settled a Form (B) of Notification of Protectorate which appears to me to be sufficient.

3. With respect to the form of approval under section 12 of the Charter, no particular form is necessary. Each Treaty or other instrument submitted for approval should, in my opinion, be provisionally approved (if no ground of objection appears), with an express reservation such as is contained in the draft letter of approval herewith.

I am, &c.
(Signed) R. S. WRIGHT.

Inclosure 1 in No. 74.

Foreign Office, , 1887.

NOTIFICATION.

British Protectorate of the Niger District.

IT is hereby notified, for public information, that under and by virtue of certain Treaties concluded between the month of July 1884 and the present date, and by

other lawful means, the territories in West Africa hereinafter referred to as the Niger Districts are under the Protectorate of Her Majesty the Queen.

The British Protectorate of the Niger Districts comprises the territories on the line of coast between the British Protectorate of Lagos and the right or western river-bank of the mouth of the Rio del Rey. It further comprises all territories in the Basin of the Niger and its affluents which are or may be for the time being subject to the government of the National African Company (Limited), [now called the Royal Niger Company], in accordance with the provisions of the Charter of the said Company dated the 10th July, 1886.

The measures in course of preparation for the administration of justice and the maintenance of peace and good order in the Niger Districts will be duly notified and published.

Inclosure 2 in No. 74.

Draft Letter of Approval.

Sir,

WITH reference to your letter requesting the approval of the Secretary of State under the 12th Article of the Company's Charter in relation to the documents noted in the margin, I am directed by _____ to signify his provisional approval, subject, however, to any conditions, modifications, or limitations which upon more full information, or in case of new circumstances, may appear to him necessary.

No. 75.

Mr. Wright to Foreign Office.—(Received May 25.)

Sir,

1, *Paper Buildings, Temple, May 25, 1887.*

WITH reference to your second letter of the 21st instant* (returned herewith for convenience of reference), requesting my opinion as to certain Regulations made by the National African Company, I have to request that I may be furnished with copies of all the documents referred to in the printed paper, "July '86. 1" (herewith), namely: Proclamation, "July '86. 2;" Regulation, "July, '86. 3;" Regulation, "July '86. 4;" Warrants, "July '86. 5;" Warrants, "July '86. 6;" Regulation, "July '86. 8;" Regulation, "July 1886. 9;" and that all the papers now inclosed may be returned to me with the papers now asked for.

I am, &c.

(Signed) R. S. WRIGHT.

No. 76.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, May 27, 1887.

WITH reference to your letter of the 18th instant, I am directed by the Marquis of Salisbury to inform you that the extension of the British Protectorate in the Niger and Benue districts is a question of considerable importance, requiring careful consideration; that it is being attentively considered by Her Majesty's Government, and that the decision will be communicated to you without delay when the question settled.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 77.

Foreign Office to Admiralty.

Sir,

Foreign Office, May 27, 1887.

WITH reference to your letter of the 5th March last, relative to the specimen of the flag as originally approved for adoption by the Royal Niger Company, I am

* See No. 11.

directed by the Marquis of Salisbury to request that you will remind the Lords Commissioners that no further communication has been received from them on the subject; and I am to state that his Lordship would be glad to be informed of the result of their decision as soon as possible.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 78.

Foreign Office to Board of Trade.

Sir,

Foreign Office, May 28, 1887.

WITH reference to the Board of Trade letter of the 23rd instant, I am directed by the Marquis of Salisbury to transmit to you herewith, for the information of the Board, a copy of a letter that his Lordship has caused to be addressed to the Royal Niger Company,* relating—

1. To the Customs Regulation new Tariff for the Niger Territories.
2. To the Regulation dealing with the licence charges established in those Territories.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 79.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, May 28, 1887.

I AM directed by the Marquis of Salisbury to inform you that full consideration has been given by this Department and the Board of Trade to the two papers forwarded by the Council of the Company on the 28th October last, being—

1. The Customs Regulation and Tariff for the Niger Territories.
2. The Regulation dealing with the licence charges established in those Territories.

In consequence of communications made to you, the Council has agreed to amend Regulation (F) of the Customs Tariff, by adopting 5 per cent., instead of 2 per cent., as the addition to the valuation for taking over goods subject to *ad valorem* duty; and has also agreed to amend the Regulation respecting licence charges, by adopting, instead of a uniform licence duty to traders of 100l., a duty of 50l. only for a single factory, with an addition of 10l. for each additional factory. I am to inform you that the Customs and Licence Regulations are provisionally approved by the Secretary of State, subject to these amendments, which are correctly notified in the paper inclosed in your letter of the 3rd instant. The Council will understand that their working will be carefully watched, in order that it may be ascertained whether trade is fairly dealt with under them.

I am also to inform you that the Regulation prohibiting the import of spirituous liquors into the upper waters of the Niger and the Benue under the Company's control, inclosed in your letter of the 3rd instant, is approved by the Secretary of State, who fully recognizes the importance of preventing the access of intoxicating liquors into Territories into which they have not yet been introduced, and considers the action of the Company to be most praiseworthy in the interests of civilization.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

* No. 79.

No. 80.

Foreign Office to Mr. Wright.

Sir,

Foreign Office, May 28, 1887.

IN compliance with the request to that effect contained in your letter of the 25th instant, I am directed by the Marquis of Salisbury to transmit to you herewith copies of certain documents referred to in the printed paper marked "July, '86. 1."

I am, however, to add that it has not been thought necessary to trouble you with the documents "July, 1886. 8" and "July, '86. 9," referred to in paragraphs 11 and 12 of the paper in question, inasmuch as they have no relation to the subject matter of the present reference to yourself, but deal solely with fiscal matters which have already been settled in consultation with the Board of Trade.

The papers which accompanied your letter now under reply are returned herewith.

I am, &c.

(Signed) T. V. LISTER.

No. 81.

Foreign Office to Mr. Wright.

My dear Wright,

Foreign Office, May 31, 1887.

DO you see any objection to the insertion of the words, "now called the Royal Niger Company," immediately after the words, "National African Company (Limited)," in the draft Notification of extended Protectorate which you have been good enough to draw for us?

The thing has changed its name since a Royal Charter was conferred upon it, and it might perhaps be well, therefore, to insert the new style and title, as well as the old one, in the Notification.

2. Will you be good enough to give us your views "as to the form in which the sanction of the Secretary of State should be given, under section 12 of the Charter, to the extension of the rights and powers of the Company?"

This is a separate question from that with regard to the extension of Her Majesty's Protectorate, as to which you have already advised us.

Yours truly,

(Signed) W. E. DAVIDSON.

P.S.—The papers and your letter are returned with this note for convenience of reference.

W. E. D.

No. 82.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, May 31, 1887.

I AM directed by the Marquis of Salisbury to request that you will inform the Council that his Lordship approves the Regulation inclosed in your letter of the 20th instant, prohibiting the payment of wages in spirituous liquors.

I am to inform you that his Lordship has referred to the Secretary of State for the Colonies your suggestion for the negotiation of a general Agreement for the imposition of a heavy duty on the import of spirits from Senegambia to the Cameroons.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

No. 83.

Foreign Office to Admiralty.

Sir,

Foreign Office, June 1, 1887.

WITH reference to your letter of the 6th ultimo, I am directed by the Marquis of Salisbury to state to you, for the information of the Lords Commissioners of the Admiralty, that a letter has been received from the Secretary to Lloyd's asking permission to publish in Lloyd's "Morning Sheet" the information contained in Commander Fullerton's Report relative to outrages committed on the "Inca" by natives on the Drewin coast, copy of which was inclosed in your letter above mentioned; and I am to request you will move their Lordships to cause Lord Salisbury to be informed if there is any objection to complying with the request of Lloyd's.

I am, &c.
(Signed) T. V. LISTER.

No. 84.

Admiralty to Foreign Office.—(Received June 5.)

Sir,

Admiralty, June 2, 1887.

IN reply to your letter of the 27th ultimo, and former correspondence relative to the new flag for the Royal Niger Company, I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of the Secretary of State for Foreign Affairs, that of the two flags forwarded they prefer the specimen flag already approved as provided by the Company's Charter to that proposed by the Council of the Company.

2. The flags forwarded are herewith returned.

I am, &c.
(Signed) EVAN MACGREGOR.

No. 85.

Royal Niger Company to Foreign Office.—(Received June 7.)

THE Deputy Governor of the Company begs to draw the special attention of the Marquis of Salisbury to the inclosed concise history of the Company, whose important work and position in Africa have nowhere else been comprehensively recorded.

Outer Temple, Strand, June 2, 1887.

Inclosure in No. 85.

THE ROYAL NIGER COMPANY.

Concise History by the Deputy Governor.

THE lower 800 miles of the River Niger were, sixty years ago, completely unknown; and numerous theories existed as to the channel by which that great stream flowed into the ocean; some making it find its exit by the distant Congo; others (evidently misled by native reports of its chief affluent, the Benué) asserting that it flowed eastward into the Nile, and others tracing it towards the Gold Coast, or even making it disappear in the sands of the Sahara. The British-protected seaboard of the deltas of the Niger and Cross Rivers stretches from Leckie, the late frontier of the Lagos Colony, to the Rio del Rey, the present frontier of the new German Colony of Cameroons, and thus extends about 400 miles along the Bights of Benin and Biafra. Through the centre of this seaboard flows out the main Niger to the sea at Akassa, but on each side, spaced along the coast, are the so-called "oil rivers," at the mouths of some of which British trade established itself more than a century ago. The seven

"oil rivers," or coast ports, where trade is now carried on, are Benin, Brass, New Calabar, Bonny, Quaabo, Opobo, and Old Calabar.

It is a striking instance of the *vis inertiae* of old-established businesses that no effort has, during this long period, been made to open up the country at the back of these "oil rivers," where the European traders have been content to deal only with the coast tribes, who act as middlemen between them and the producers. These coast tribes in former days supplied the white traders with what was usually known as "black ivory." The unfortunate slaves from the interior were huddled together in vast numbers in barracoons near the coast, where they awaited the arrival of the ships and the horrors of the middle passage. Although these "oil-river" tribes can no longer export human flesh, some of them still retain on shore the old habits of slave-hunting and slave-dealing, with the ferocity and lawlessness attendant on such a calling, untempered even by the primitive agricultural pursuits which are universal in the interior.

The "oil rivers" are not included in the "Niger Territories," which the Royal Niger Company now administers under Charter; but being on the seaboard, and thus accessible to gun-boats at all times of the year, they are under the care of a British Consul, who settles any disputes with the natives. Six out of seven of these coast Settlements—Benin, New Calabar, Bonny, Quaabo, Opobo, and Old Calabar—have no intercourse with the chartered territories, except in one district, to which New Calabar canoes have of late penetrated occasionally; but in the case of the nearest "oil river"—Brass—complaints have been made by the native canoe-men of being obliged, on their trading visits to the main Niger, to pay the customs duties authorized by the British Government, and levied by the Company for meeting the expenses of administration. The import duties are, however, very moderate on useful goods, being only 2 per cent. *ad valorem* on cottons, silks, velvets, hardware, earthenware, &c., while spirits, guns, and powder are, for excellent reasons, more highly taxed. On the other hand, the Brass men are now able to visit unarmed the markets of the main Niger, which, before the pacification of those regions by the Company, they would not have ventured to attempt. Probably a more serious grievance is that they are no longer able to exercise within the chartered territories their undoubted capacity as slave-dealers. So long ago as 1829 their strongly-armed war-canoes were found entering into the lower reaches of the Niger from their own country by some of the numerous creeks of the delta, and pushing their slave-hunting and trading expeditions as far as Abo, about 90 miles from the sea. As the less warlike intervening tribes have not been possessed of so many slaves or so many muskets as the invading Brass men, the latter have been able to make their way from place to place, subject to the risk of suffering from the natural retaliation of the riverain tribes when the separation of the war-canoes has afforded a safe opportunity.

When in 1829 the Lower Niger was traced into the Gulf of Guinea, a new era apparently opened for the Central Soudan, till then inaccessible to European commerce. Yet the efforts of the first thirty years, although they had the generous support of Parliament, and, indeed, perhaps because they had that support, were fruitless. Of the repeated attempts to open up the Niger, those of 1832 and 1841 are best known from their deplorable waste of money and life, hardly any white men returning to tell the tale. At last, about a quarter of a century ago, the British Government wisely resolved to grant no more subsidies, and the field was thenceforth clear to independent adventure. Several enterprising firms in succession established permanent trading stations in the Niger regions at their own cost and risk. The successful pioneering efforts during fifteen years of Mr. James Alexander Croft, commonly known as the "Father of the Niger," are familiar to all who know anything of West Africa. But no solid basis for wide extension, or even for security of life and property, could exist until some political system, however elementary, was substituted for the chaos in which countless generations of millions of human beings had suffered almost every misery that ignorance and superstition could devise or permit.

While the Central Soudan itself is mainly occupied by partially civilized Mahomedan nations, the territories on each side of the Lower Niger and its tributaries, and those to the south of part of the Benué, are divided among a great number of pagan tribes, occupying areas which vary from 10 to 10,000 square miles, and having formerly no peaceful pursuits but the rude and desultory culture of their lands. In the days of McGregor Laird, prior to the introduction of permanent trade by the private firms above referred to, all that part of the Dark Continent was a field of incessant intertribal wars and slave raids, in which the energies of ambitious Chiefs found a vent; and although the subsequent influence on a few of these Chiefs of

steady and resident commerce had a most encouraging effect in reducing disorder, yet it was naturally found that the rivalries of the various British firms, the intrigues and counter-intrigues of their scores of civilized coloured agents with the natives, and the want of unity of action even among their numerous white agents, prevented rapid progress. In 1879, however, the whole British interests in the Niger amalgamated—and there were no other Europeans—into the “United African Company,” with a capital of about 125,000*l*. It was resolved, in the interests both of the Company and of the natives, to extend its political influence over as many as possible of these heterogeneous tribes, and to weld them together (so far, at any rate, as their inter-tribal relations were concerned) into a single and homogeneous State. Mr. David McIntosh—since then so well known as the “King of the Niger”—was appointed Agent-General in Africa, and has carried out this policy with great success. It was further resolved—and this resolution still remains unchanged—to meddle as little as possible with the internal affairs of each tribe. This rule is only departed from when the tribe itself makes a pressing appeal to the judgment of the Company, or when some outrage to the common feelings of humanity, or some strong political motive, urgently demands interference. For instance, during the rebellion in Nupe in 1881-82 the Company put forth all its strength (and successfully) to maintain the Mahomedan Emir on his throne—not that it altogether approved of his methods of ruling, but because his overthrow would then have resulted in that large province splitting up into twenty or thirty petty and more tyrannously governed States.

It should be mentioned, in passing, that three years prior to the amalgamation (*i.e.*, in 1876) the Brass men, possibly resenting the opening up to European commerce of the vast regions of Central Africa—to which, however, they had never even attempted to penetrate—but more probably disliking competition in the small districts on the Niger, from which they had originally drawn a portion of their trade, had recourse to violent measures. They obtained—necessarily through some European merchant—cannon of considerable calibre, and planting these on the banks of the lower reaches of the Niger, much to the dismay of the riverain tribes, they fired on the few then existing steamers belonging to the private firms who traded to the interior. One of these river steamers had forty-three holes knocked in her hull while running the blockade in 1876. On the amalgamation of 1879 the Company became too powerful, and its steamers and launches too numerous, for such invasions to be renewed with much hope of success. It must be borne in mind that the Brass men still had entirely to themselves the oil-producing regions at the immediate back of their own country, and that they were still perfectly free to trade in the Niger, where, instead of the two or three markets in the lower reaches of the river, which in the old anarchical days they could only visit in armed flotillas, they found open to them fifty peaceful and prosperous Settlements created by the Company. The Company's predecessors had abstained, indeed, as long as policy would admit, from opening up stations in the lower reaches, and only departed from this rule, now many years ago, on the urgent prayers of the inhabitants of the banks, who had actually commenced in some places to show signs of hostility because the steamers did not stop there on their way into the interior of Africa.

The Company proving successful, both commercially and politically, it was proposed in the autumn of 1881 to increase the subscribed capital to 1,000,000*l*. by means of a public issue. The objects were:—

1. Political and commercial development; the former, of course, only as the “means” to the latter as the “end.”
2. That such development should be in the hands of a single Company so long as no legal Government should exist, thus avoiding a recurrence of intrigues with the native States. This danger is now entirely at an end, since the grant of the Charter.
3. To obtain, in accordance with a special provision of the Memorandum of Association, an international status for the Company by the grant of a Royal Charter from Her Majesty, or, in default of that, from some other Power. This step had become absolutely necessary in view of the principle of international law, that concessions of sovereign rights to a Company, unless indorsed by a civilized Government, have no validity as against the acts of another civilized Government.
4. To bring into direct relations with the Company the Empires of Gandu and Sokoto, which stretch through nearly 15 degrees of longitude (1,000 miles) and 5 degrees of latitude, seeing that a firm hold of these must necessarily at a later date bring within the Company's influence the kingdoms of the Chad basin. It may be mentioned incidentally that the Company now has establishments little over 200 miles from Lake Chad itself.

Although the Company might have been compelled, in the event of Great Britain refusing a Charter, to seek for it from a foreign State, the Directors naturally hoped that this large section of Africa—according to the independent evidence of Mr. Joseph Thomson, more thickly peopled than any other with which he is acquainted—should fall within the influence of their own country, and it was therefore decided that the name should be changed to the “*National African Company*.” The Presidency was accepted by Lord Aberdare, who was then, as now, the President of the Royal Geographical Society. In 1882 the public issue took place, and a rapid development, for which all preparations had been previously made, was given to the operations of the Company. New steamers and launches were at once sent out, new stations started, and previously small stations converted into important factories. These new operations were for some time very profitable, four successive dividends being declared averaging nearly 15 per cent. per annum. Meanwhile, however, two French houses had not only entered the Niger regions—a matter of little importance to the Company so long as they contented themselves with purely commercial work—but had (as is now clear, inevitably) commenced strenuous efforts to obtain political influence over the native Princes and Chiefs, both Mahomedan and pagan.

It became known at last that the larger of these French Companies had been specially formed under the auspices of M. Gambetta. Schemes were being propounded for uniting Tunis, Algeria, Senegal, the Central Soudan, and the Lower Niger into a Franco-African Empire; which, as Germany had not then annexed the Cameroons, would have extended continuously to the French Gaboon and to the basin of the Congo—of which France claimed the reversion from the Congo Free State. However visionary were these vast schemes, embracing one-half of the African Continent, they threatened to have, incidentally, one practical result, viz., the annihilation of the Company. The French operations in the Lower Niger Basin developed so rapidly—the smaller house increasing its working capital at the commencement of 1884 from 1,500,000 fr. to 4,000,000 fr.—that their factories actually exceeded in number, though, of course, not in importance, those of the Company; and in articles in the British press the Lower Niger and the Benué, which owed everything to British lives, British energy, and British money, were spoken of as almost French rivers. The Company had previously attempted to carry through an amalgamation (under the British flag) with the smaller French house, with the view of subsequently buying out the other, whose capital was 600,000*l.*, most of which happily was employed on the Senegal coast. But it had been found that national sentiment created a difficulty that had not stood in the way of the purely British amalgamation of 1879. The Company, therefore, had only three courses open to it:—

1. The most attractive in all cases of risk, difficulty, and conflict of opinion, viz., to do nothing. French influence over the native Princes and Chiefs would then have grown rapidly at the expense of that of the Company until a French Protectorate could have been safely established, when those regions would have doubtless fallen under the Upper Senegal Colony, with its exclusive régime. This would have involved the commercial extinction of the Company, with consequent heavy loss to the shareholders.

2. To amalgamate with its rival under the French flag, and to throw those regions into the arms of France, which could naturally have been done on advantageous terms to the Company, on account of its strong hold on the confidence of the natives, who know nothing of the European Powers, but who trust the Company, to which they owe everything that they have of wealth and civilization; or

3. To induce its foreign competitors to retire from the Niger and Benué, not because they were competitors, but because a foreign Protectorate was feared.

The last course was adopted and pursued with the usual vigour and rapidity of the Company. While carefully avoiding the outlay of capital on permanent factories, temporary premises were occupied in a great number of districts which had never before shared in the advantages of direct European trade, and their produce was thus cut off from the French houses. This involved a large increase of the Company's white staff, and a far larger increase of the civilized coloured servants, who are enlisted from Sierra Leone, Accra, and other British possessions on the West Coast. During the struggle the barter rate of goods rose to nearly double its former rate, and subsidies were dealt out to native Princes and Chiefs with no sparing hand. The amount of the loss to the larger Company is not known, but the smaller Company lost one-third of its share capital, and, if it had continued for another year, would have undoubtedly lost the remainder. By the commencement of 1885 both French houses had disappeared from the Niger Basin, one, happily, accepting 60,000*l.* of the Company's shares.

in consideration of 1,500,000 fr. worth of assets taken over, thus contributing a valuable French element to the Company. Two French representatives of great experience, although unable under the terms of the Charter to sit on the Council of the Company, still act as commercial advisers to the Council.

But just before these, at one time, apparently insuperable difficulties were overcome, a new danger arose which no sagacity could have foreseen. Germany, for the first time in her history, resolved to start as a colonizing Power, and unexpectedly commenced her operations by concluding Protectorate Treaties with the native Chiefs of the Cameroons, which is close to the Niger regions. The first White Book ever published at Berlin set forth with evident pride the despatch sent to Prince Bismarck by Dr. Nachtigal, describing how, in the race for the Cameroons, he had beaten the British vessels by running the German gun-boat "*Möwe*" at full speed, *in spite of the bearings being heated*. The feeling against England was at that time excessively bitter in Germany. Of late she has rather diverted her attention to the large Colony which her (also chartered) East African Company is creating for her on the other side of the continent. But in 1884-85 her newspapers vehemently pressed her Government to make Treaties in the Lower Niger and Benué, and able and patriotic German agents made persistent efforts to gain over the more important of the native Powers. The Company, once more the sole European trader established in the territories, was able to throw itself with undivided vigour into this new struggle, and to conclude and uphold Treaties, not only with the whole of the 235 pagan tribes, but also with the two Mahommedan Empires of Gandu and Sokoto, whose capitals were visited for this purpose in 1885 by its Special Envoy, Mr. Joseph Thomson. Meanwhile, it was absolutely necessary to maintain the same heavy rate of expenditure. If the British Government had, at the time of the Company's formal Petition in February 1885, legalized the situation by granting the Charter, which was finally issued in July 1886, after consideration by three widely differing Cabinets, with three different Foreign Secretaries, three different Lord Chancellors, and three different sets of Law Officers, the last seventeen months of that excessive expenditure would have been spared; but the Company (having, rightly or wrongly, decided not to sell its Treaties and influence to any foreign country) was compelled, for purely commercial reasons, to try to prevent the Niger Territories falling, without its concurrence, into the hands of a foreign Government, for, *e.g.*, in French Upper Senegal no foreign house is allowed to trade. The very existence of the Company was thus at stake.

Even partial foreign annexations, after the conclusion (through the influence of the Company) of Protectorate Treaties for Great Britain with the thirty-seven principal tribes, would have as surely, though more slowly, destroyed the Company. The physical peculiarities of the Lower Niger region (with its network of waterways) would have rendered the absolutely necessary fiscal arrangements impossible, except at an insupportable cost for preventive service, owing to the "free navigation" clauses of the Act of Berlin. Now that the whole navigable course (from the sea) of the Niger and Benué (and of their tributaries) is in the hands of the Company, this difficulty no longer exists. It may be well to allude here to the error into which so many writers have fallen of confounding the "free transit" on the Niger waters, like the Danube and many other rivers, with the "free trade" which is established on the *terra firma* of the Congo Basin, as well as "free transit" on the Congo River itself.

Until 1885 the heavy political expenditure resulted only in a diminution of profits, but in that year occurred an unprecedented fall of prices in Europe, from which not only African, but nearly all colonial and European produce, suffered and is still suffering. This almost universal depression, whether due or not to the sudden recognition of the great but gradual rise during the past few years in the value of gold, was generally unforeseen in business circles. The prices in Europe of some of the principal articles of export from the Niger regions soon stood at about one-half of their prices in earlier years.

The result to the Company of this unfortunate and completely unforeseen combination of a commercial and a political crisis was that (for the first time since the amalgamation of the private firms in 1879) its balance-sheet for 1885 showed a loss instead of a profit. During the first half of 1886 the same local causes of loss continued, while the selling prices of produce in Europe were as low as in 1885; but immediately on the issue of the Royal Charter in July last the Company, which now adopted as its name, "The Royal Niger Company (Chartered and Limited)," was able to send out orders by cable making the requisite reductions in its expenditure. The numerous additional establishments which had been temporarily opened for political purposes were at once closed, with the corresponding great diminution of the

staff. The rate of barter was also reduced from its abnormal increase to a lower standard than has been known for years, so that the profits of the latter half of the year have somewhat more than counterbalanced the losses of the former half, and 1886 is at any rate in pleasing contrast with 1885.

It will be readily understood that this necessary, great, and sudden reduction in the number of inferior coloured Sierra Leone agents has created violent animosity against the Company, among a class to whom the restraints of conscience common to the majority of Europeans and of educated Africans are unknown. Hence, doubtless, the mendacious and anonymous reports which have attracted the attention of Parliament and the press, repetitions of which, even without any shadow of foundation, may be confidently predicted.

Similarly the great reductions in the rate of barter, in expenditure, in subsidies, &c., have not been made without considerable discontent among the uneducated natives, who know absolutely nothing of the general fall of prices in Europe nor of the appreciation of gold. This discontent, doubtless, contributed somewhat to the success of the Brass tribe in fomenting the local disturbances which occurred some months ago, and which have been erroneously magnified into general troubles. It would, indeed, be rash to assert confidently that these will not yet occur under the present trying circumstances. Even in England, riots used to be habitual in bad times, and compliments were (most properly) lavished on Lancashire during the cotton famine for having kept the peace in so dignified a manner. But, notwithstanding the present commercial suffering among the trading natives of the Niger Basin, no widespread riots have yet taken place, nor is it anticipated that they will occur. In the past, when the ideas of peace, commerce, and justice were new and unfamiliar, disturbances were frequent; but gradually, in the course of years, these troubles greatly diminished in number in comparison with the immense increase both of the area occupied and of the number of tribes with whom the Company had to deal. The inland Niger Territories may now compare not unfavourably in this respect with even an old-established Colony, such as the Gold Coast; which, however, possesses also the enormous advantage of lying along the seaboard; whereas in the Niger gun-boats can at most ascend during two or three months of the year, and then only to places on the banks of the lower part of the main river and of one or two of its principal creeks near the coast.

How is it then, it may be asked, that the Company has been able to maintain, with scarcely any loss of life from violence and with very little loss of property, fifty to a hundred unfortified establishments, scattered over these inland regions among dense populations, who value highly the goods stored there, and most of whom a quarter of a century ago would have thought it the most natural thing in the world to take such goods as they coveted by force, instead of buying them with produce, the fruit of unwelcome labour? This is the one achievement of the Company which, if not marred by excessive Parliamentary interference, will, in the eyes of posterity, make its enterprise the most notable of its kind in the nineteenth century. It has formed a fairly orderly State out of discordant and barbarous elements, not *vi et armis*, but by inculcating the material advantages of peace, commerce, and justice, and it is with pardonable pride that the Company has selected "*Pax, Ars, Jus*" as its motto. It has acquired the confidence of the native races, as shown by their steadily growing practice for many years of deferring to it, as arbiter, their intertribal disputes, and, finally, by their having, without exception, handed over to it their sovereign powers. It has developed among a large majority of the Chiefs the ambition of earning honestly (or at any rate peacefully) their own living, instead of existing, as formerly, chiefly for plunder, war, and slave-raids; and, although a few of the 235 tribes still remain almost wholly piratical, although even in the best of them small, though sometimes active, minorities still exist which yearn after the old state of things, and are always ripe for disorder, it cannot be doubted (after the experience of the last quarter of a century, and especially of the last eight years) that the better elements, already largely preponderating, are leavening at accelerating speed the whole of the Company's territories, which will stand as a monument, *cere perennius*, of the civilizing results of rightly directed commercial enterprise.

A well-known writer on West Africa, Mr. Salmon, has repeatedly and ably exposed the incapacity of the British Colonial system for opening up Africa. This does not arise from any fault of the Colonial Office, nor of those who are sent out to administer, but from a radical vice in the system of government. Inner Africa—out of reach of gun-boats and unfitted for European military operations—cannot be ruled mainly by force, which should be used only to repel the invasions of surrounding predatory tribes, and to protect the commerce-loving majority of the natives from the outrages

and attacks of turbulent minorities; but the general maintenance of order must rest on the recognition by the mass of the inhabitants of their direct interest in the government. They yield a ready obedience to those who, like a commercial and industrial Company, bring them material prosperity as an equivalent for the surrender of their previous tribal independence, but many years must elapse before they become sufficiently civilized to understand the advantages or even the justification of an Administration which does nothing but govern. When that day arrives, the Company will have completed its indispensable interim work as an administrator.

Another independent authority, Mr. Capper, at the British Association at Birmingham, last autumn, and in a subsequent letter (20th September, 1886) to the "Times," stated that "for nearly 400 years England has traded with the African seaboard, but she never seems to get any further, except in the one brilliant instance of the Royal Niger Company." This, so far, successful solution of the problem—formerly thought hopeless—of opening up Central Africa to European trade is not, as in the Upper Niger Province of French Senegal, the work of government, which (*more Gallico*) has done everything there in the most admirable manner, excepting introduce commerce; for, in spite of heavy expenditure and ably-conducted military expeditions, no single trading establishment exists there. Nor is it due, as in the Congo, to the philanthropy of a monarch who can and does give a million or two sterling for an idea. In the Niger Territories, with, perhaps, occasional assistance as heretofore from a gun-boat to repel robber tribes near the seaboard, it may fairly be hoped that the Company in the future, as in the past, *farà da se*.

London, May 20, 1887.

No. 86.

Mr. Wright to Foreign Office.—(Received June 8.)

My dear Davidson,

1, Paper Buildings, Temple, June 8, 1887.

I SEE no objection to the alteration which you have made in the form of Notification.

2. As to the form of approval under section 12 of the Charter, I have added a new paragraph to my letter of the 25th May, and a draft.

3. Would you give directions that the latest Foreign Office and Colonial Office Lists may be sent to me for use in relation to Foreign Office matters?

Yours, &c.

(Signed) R. S. WRIGHT.

No. 87.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, June 11, 1887.

WITH reference to my letter of the 27th ultimo, and to previous correspondence respecting the new flag for the Royal Niger Company, I am directed by the Marquis of Salisbury to acquaint you that a letter has been received by this Department from the Board of Admiralty stating that of the two flags submitted for the consideration of their Lordships, they prefer the specimen flag already approved as provided by the Company's Charter to that proposed by the Council of the Company.

I am, &c.

(Signed) T. V. LISTER.

No. 88.

Admiralty to Foreign Office.—(Received June 23.)

Sir,

Admiralty, June 20, 1887.

WITH reference to the Admiralty letter of 15th February last, forwarding to the Foreign Office a Report of the operations undertaken in the River Niger by Captain Hand, of Her Majesty's ship "Royalist," at the end of last year, I am

No. 86*.

Mr. Wright to Foreign Office.—(Received June 10.)

Sir, 1, *Paper Buildings, Temple, June 8, 1887.*
 WITH reference to your letter of the 21st May, and Sir T. V. Lister's letter of the 28th May (both of which are herewith returned), I have the honour to inclose a brief Report on the documents inclosed in those letters.

I have to request that it may be observed that the Report refers not to the document originally transmitted, marked (A), which is imperfect, but to the portions of the document, marked (B), which bear the headings, "July '86. 1," and "July '86. 7."

I have, &c.

(Signed) R. S. WRIGHT.

 Inclosure in No. 86*.
Niger Company's Regulations "July '86. 1," and "July '86. 7."

"July '86. 1."—Section 1. It appears to me that the words, "or by any Committee duly appointed by such governing body for the purpose," should be omitted. The delegation of legislative power to any body other than a proper meeting of the Board of Directors, as such, is of very questionable legality, and it appears to be useless, having regard the Articles of Association 64–70.

Section 4. I doubt whether the provision that the Regulations shall apply to future acquisitions is defensible. According to English law, the natives of a ceded territory retain their own laws until those laws are altered by the new Sovereign, and it is at least questionable whether a Sovereign can legislate prospectively for territories which he has not yet acquired.

I think, however, that this Article may be approved as it stands, on condition of the Company undertaking to publish from time to time, as new territories are acquired, a Regulation applying the standing Regulations to such new territories.

"July '86. 7."—Part (A), p. 42, line 2. After the words, "subject to," I think the words, "or to be under the protection of," should be inserted. In Part (D), p. 43, line 2, the words, "general principles of law and," should be inserted before "procedure,"* and in line 3, "those" should be substituted for "that."

Subject to the above observations, it appears to me that the Regulations "July '86. 1," and "July '86. 7," on which alone my opinion is asked, may properly be approved.

The Regulations "July '86. 7," are, no doubt, very general, and do little or nothing to define the course of justice, but it is difficult to devise any system of particular Regulations which would be suitable to the peculiar circumstances of the case, and, in my opinion, the Secretary of State could not properly be advised to undertake the task.

(Signed) R. S. WRIGHT.

Temple, June 8, 1887.

* Otherwise the only law in force would be the native laws, whatever they may be.

commanded by my Lords Commissioners of the Admiralty to forward, for the information of the Marquis of Salisbury, a copy of a Report received from Rear-Admiral Sir W. Hunt-Grubbe, the Commander-in-chief of the Cape of Good Hope and West Coast of Africa Station, expressing his views in regard to the circumstances attending that expedition, and generally as to the proceedings of the River Niger Company in its dealings with the natives.

2. In reference to Sir Walter Hunt-Grubbe's remarks in the last paragraph of his letter, my Lords desire me to state that, unless the Marquis of Salisbury expresses any contrary views, they propose to telegraph to the Commander-in-chief, intimating their approval of his proposal, viz., that on all future occasions he is to be the judge as to the necessity of reprisals.

I am, &c.
(Signed) EVAN MACGREGOR.

Inclosure in No. 88.

Rear-Admiral Sir W. Hunt-Grubbe to Admiralty.

Sir, "Raleigh," at Simon's Bay, May 2, 1887.

WITH reference to Captain Hand's (Her Majesty's ship "Royalist") Report dated the 11th January, 1887, and forwarded by him to their Lordships, relating the circumstances under which he deemed it necessary to undertake certain operations in the River Niger, and his report on the operations themselves, I have the honour to request that their Lordships may be pleased to approve of the same, which were, in my opinion, necessary under the circumstances, were well planned, and satisfactorily carried out without loss of life.

Captain Hand mentions the assistance he received from Commander Fullerton, Her Majesty's ship "Racer," the good services of Lieutenant William de Salis, and the satisfactory behaviour of those composing the expedition, particularly mentioning the services of Major Veitch, who, I regret to hear, has since died.

2. While inviting their Lordships' approval of the recent operations, I have to ask them how far they are prepared to go in the future. I do not anticipate that much forbearance will be exercised on the part of the River Niger Company in their dealings with the natives. They will naturally press the rights given them by Royal Charter, but these rights, if unduly pressed, will bring them into collision over and over again with the tribes, who will have the covert support of all traders unconnected with the Company itself.

There is no difficulty in ascertaining this, for the Company is viewed with extreme jealousy. Under these circumstances, I shall expect at any time to hear of fresh outbreaks, renewed calls for the help of Her Majesty's ships, and, if permitted, the squadron again being saturated with fever.

I would strongly suggest to their Lordships that the Company should pay the actual expenses of the expedition in like manner that a Colony would.

I have only recently seen the actual Charter granted by Her Majesty, and it evidently gives as great powers to the Agent-General as to any Governor of a Crown Colony, saving that of life and death. Mr. Consul Hewett is of my opinion that they should be called upon to pay these expenses.

3. I regret also to be obliged to comment on the behaviour of the officers of the Royal Niger Company themselves, who seem to have taken advantage of the presence of Her Majesty's ships to enlarge their sphere of trade action by charging Her Majesty's Government an exorbitant price for the coal supplied to the ships actually carrying out operations for their benefit.

At the time of my intended visit to Akassa I found that Mr. McIntosh, the Agent-General, had gone to England, and that none but a clerk was left in charge—a state of things not particularly reassuring.

4. In conclusion, I would respectfully request that I may be informed by telegraph if another similar occasion should arise, in order that I may personally judge of the necessity of reprisals; also that the Royal Niger Company may be informed that such will be the case.

I have, &c.
(Signed) W. HUNT-GRUBBE.

Royal Niger Company to Foreign Office.—(Received June 30.)

(Private.)

Dear Sir Julian Pauncefote,

Outer Temple, Strand, June 29, 1887.

I BEG to thank you sincerely for your kind congratulations; and as I am writing to you, I would venture to hope that the promised papers will not be laid on the table of the House before the long-delayed extension (although this is really an incorrect description) of the Charter to Komba and Yola is completed.

The anomalous political position in the Lower Niger-Benué, with only 37 Treaties approved out of 235, the non-extension of the Protectorate to Nupe and the Benué—the richest portions of the Niger Basin, would be forcibly brought to the attention of French (West African) merchants, who would either bring pressure on their Government to send an emissary round from one of the French Colonies (say Porto Novo), or would, in their private capacity, attempt to plant French flags in every direction.

This would lead to deplorable results. I am in no hurry for the legalizing of the 200 odd Treaties, but only hope that this may precede the laying of the papers on the table.

I am, &c.

(Signed) GEORGE GOLDIE-TAUBMAN.

Question asked in the House of Commons, June 30, 1887.

Mr. W. F. Lawrence.—To ask the Under-Secretary of State for Foreign Affairs whether, in response to the Petition of the African Association of Liverpool and other merchants, Her Majesty's Government are prepared to remove the administration of the Niger River below Onitscha from the hands of the Royal Niger Company.

And whether they propose to continue their sanction to the Tariff and licences fixed by the Company on the 30th July, 1886, which the said petitioners deem to create a monopoly in favour of the said Company, contrary to its Charter.

Answer.

Her Majesty's Government do not propose to remove the administration of any part of the main stream of the Niger from the Niger Company.

The Tariff and licences fixed by the Company have been carefully examined, and, subject to certain modifications which have been accepted by the Company, have been approved, as being consistent with the Charter.

There is no monopoly created or maintained in favour of the Company.

Royal Niger Company to the Marquis of Salisbury.—(Received July 6.)

My Lord,

The Outer Temple, Strand, June 29, 1887.

I HAVE the honour to acknowledge receipt of Sir T. Villiers Lister's letter of the 11th instant, informing the Council that the Board of Admiralty had approved the second of the two flags submitted for their consideration. I have the honour to inclose a further specimen of this flag for formal registration by the Admiralty.

I have to draw your Lordship's attention to the fact that, under clause 11 of the Charter, formal approval by your Lordship is necessary before the flag can be officially adopted, and that no such letter has yet been received by the Company.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN,
Deputy Governor.

No. 92.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, July 6, 1887.

WITH reference to the operations undertaken in the River Niger by Captain Hand, of Her Majesty's ship "Royalist," at the end of last year, I am directed by the Marquis of Salisbury to acquaint you, for the information of the Royal Niger Company, that in a Report which the Admiral commanding the station has rendered to the Lords Commissioners of the Admiralty, that officer states that an exorbitant price was charged by your Company for the coal supplied to the ship, though she was actually engaged in operations for your benefit.

His Lordship would be glad to learn whether the Council are prepared to support the charging of such prices.

I am also to state to you that the Admiral has requested that, if another similar occasion should arise, he may be previously informed by telegraph, in order that he may personally judge of the necessity for reprisals. This precaution, which is approved by the Admiral, is considered to be necessary in order to prevent Commanders from undertaking services, in a climate in which the health of crews suffers immediately, in compliance with requisitions of the character of which the Admiral has had no opportunity of judging.

I am, &c.

(Signed)

T. V. LISTER.

No. 93.

Foreign Office to Admiralty.

Sir,

Foreign Office, July 6, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 20th ultimo, relative to the operations undertaken at the end of last year in the River Niger by Captain Hand, of Her Majesty's ship "Royalist;" and I am to state to you, for the information of the Lords Commissioners of the Admiralty, that his Lordship does not see any objection to the adoption of the course suggested by Admiral Sir Hunt Grubbe in the last paragraph of his Report, should any similar case arise in the future.

I am to add that the Company has been informed of the practice that will be followed, and has also been made acquainted with the remarks of the Admiral respecting the price of the coal supplied to Her Majesty's ship "Royalist."

I am, &c.

(Signed)

T. V. LISTER.

No. 94.

Foreign Office to Colonial Office.

Sir,

Foreign Office, July 6, 1887.

I AM directed by the Marquis of Salisbury to request that you will inform Secretary Sir H. Holland that a complaint has been received from the Admiralty of the price of coal charged by the Royal Niger Company to one of Her Majesty's ships when she was engaged in operations for the protection of the Company's territories; and I am to state that his Lordship would be glad to be informed what is the nature of the regulations governing the liabilities incurred by the Governments of Her Majesty's Colonies with respect to the payment of the expenses connected with expeditions or operations undertaken in behalf of colonial interests by Her Majesty's naval or military forces.

I am, &c.

(Signed)

T. V. LISTER.

Memorandum on the subject of Complaints of German Merchants against the Royal Niger Company.—(Communicated by Count Metternich, July 6.)

(Translation.)

COMPLAINTS have again been made by German merchants trading in the Niger and Benue region against the Royal Niger Company (formerly the National African Company). The points of complaint, as stated by the merchants, are as follows:—

1. The Company has laid down, under heavy penalties for contravention, that all ships arriving must come to shore at the mouth of the Niger for the purpose of paying import duties. Particular landing-places are also fixed for the payment of export duties.

2. The Company, by the excessive duties it levies, practically exercises a commercial monopoly. It exacts the following duties on imports:—

Spirits	4s. a gallon (4 litres).
Salt	2s. for 50 kilog.
Arms and powder	200 per cent. <i>ad valorem</i> .
All other wares	12 " "

It levies on exports:—

Ivory	1s. per lb.
Palm seed	2s. per 50 kilog.
Palm oil	17. 6s. 8d. per ton.
All other products of the country	20 per cent. <i>ad valorem</i> .

There exists besides a "retail licence" of 100*l.* annually for dealing in spirits, and the same for all other dealers.

In addition to the duties levied by the Company, certain native Chiefs levy dues of their own.

The Customs Tariffs are made public only just before they come into force.

The following observations refer to the grounds of the separate heads of complaint:—

With reference to 1. According to the provisions of the Niger Navigation Act, the navigation of the Niger and its tributaries is to be free. It is not to be hampered by any compulsory stoppages. No duty of any kind is to be levied on merchandize on board ship. It is immaterial where the merchandize comes from or where it is going. Only such dues and imposts can be levied as bear the character of a return for services rendered to the navigation itself.

With reference to 2. It was agreed by exchange of notes between the German Embassy in London and the British Government on the 16th May and 2nd June, 1885, and again on the 27th July and 2nd August, 1886, that duties should be levied in the German and British Protectorates in Western Africa, east and west of the boundary-line agreed upon, only in so far as might be considered necessary in order to meet the expenses arising from the assumption of the Protectorate, and that the duties should be fixed at as low a rate as possible.

These Agreements are embodied in Article 14 of the Charter granted to the Royal Niger Company, and are accordingly distinctly binding on that Company.

Under these circumstances, the duties levied by the Royal Niger Company are quite out of all proportion. While that Company levies on the Niger a 12 per cent. *ad valorem* duty on all merchandize imported (apart from the special duties on various articles), the import duty in the neighbouring English Colony of Lagos is only 4 per cent. on most articles.

Even the exceptionally high duty on certain articles at Lagos does not nearly approach the rate of 200 per cent. fixed by the Niger Company for the importation of arms and gunpowder. At Lagos guns pay 1*s.* duty, and a barrel of gunpowder (10 to 12 kilog.) only 2*s.* As regards more especially the high duties levied by the Company on spirits and gunpowder, the question of the duties on these articles formed the subject of correspondence between the German and English Governments in the beginning of last year.

The opinion at that time expressed by the German Government, in answer to a question of Lord Salisbury that the Agreement between England and Germany established in principle perfect freedom of trade with regard to those articles as well as all others, was not objected to by the British Government.

No. 96*.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, July 11, 1887.

THE Marquis of Salisbury has had under his consideration the Regulations drawn up by the Council of the Royal Niger Company for the provisional administration of justice in the territories under their jurisdiction, and I am now directed by his Lordship to make the following observations thereon.

With regard to section 1 of the Regulations marked "July '86. 1," it appears to his Lordship that the words, "or by any Committee duly appointed by such governing body for the purpose," should be omitted.

The delegation of legislative power to any body other than a proper meeting of the Board of Directors as such is, in the opinion of the Secretary of State, of very questionable legality, and such a delegation of authority would seem, moreover, to be useless, having regard to the provisions contained in sections 64 to 70 of the Articles of Association of the Company.

Lord Salisbury entertains some doubt as to whether the provision contained in paragraph 4, to the effect that the Regulations shall apply to future acquisitions of territory, is, strictly speaking, defensible; he is, however, on the whole, not disposed to withhold his assent to the paragraph as it stands, on the distinct condition that the Company will undertake to publish from time to time, as new territories may be acquired, a further Regulation applying the existing Regulations to such new territories.

With respect to the Regulation marked "July '86. 7," providing for provisional Rules to be followed in the administration of justice, his Lordship considers that the following modifications of the present wording are requisite:—

In Part (A) of that Regulation, at line 4, the words, "or to be under the protection of," should be inserted immediately after the words, "to be subject to."

In Part (D) of the same Regulation the words, "general principles of law and," should be inserted immediately before the word "procedure;" while in the line immediately following the word "those" should be substituted for the word "that."

Lord Salisbury, however, desires to avoid as far as possible any minute or unnecessary criticism of these Regulations; and, subject to the above modifications, which he considers to be essential, his Lordship is prepared to approve them on behalf of Her Majesty's Government.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

The exchange of notes above referred to also distinctly lays down that any changes in the Customs Tariff must be made public by the local authorities at least four months before their introduction.

The action of the Royal Niger Company, as described by German merchants, appears, then, to be throughout at variance with the provisions of existing Treaties and with the undertakings entered into by England.

No. 96.

Royal Niger Company to Foreign Office.—(Received July 7.)

Sir,

The Outer Temple, Strand, London, July 7, 1887.

I AM directed to acknowledge receipt of your letter of yesterday, and to send you the annexed copy of a letter, dated 22nd ultimo, sent by the Council of the Company to the Board of Admiralty, on the subject to which you refer.

I am, &c.

(Signed) HENRY MORLEY, *Secretary.*

Inclosure in No. 96.

Royal Niger Company to Lord George Hamilton.

My Lord,

The Outer Temple, Strand, London, June 22, 1887.

THE annual audit of the Company having taken place, it appears that three of Her Majesty's gun-boats were in December last charged by the Company's officials at Akassa 55s. a-ton for 130 tons of coal with which the Company supplied them. The three vessels in question were the "Express," which took 34 tons on the 9th December last, the "Wrangler," which took 36 tons on the 10th, and the "Alecto," which took 60 tons on the 14th. I have to inform your Lordship that the above rate of 55s. is that which is charged to merchants and other private individuals in order to cover the risk and depreciation of keeping large stocks of coal in such a climate as West Africa; but that it has never been the practice of the Company to make such a charge to Her Majesty's gun-boats, and the Council are much annoyed to find that some one at Akassa should have made this unfortunate clerical error.

The price at which coal can be laid down at Akassa, including freight, insurance, and other charges, is 30s. a-ton, and the Council are very desirous that they may be allowed to repay Her Majesty's Government the difference between this rate and that charged, making a total to refund of 162l. 10s. The Council would be deeply obliged if your Lordship would communicate these facts to the naval authorities on the West Coast of Africa, as they have always shown the greatest readiness to protect British interests in those regions, and it would be no less than scandalous on the part of the Company to make a profit out of Her Majesty's gun-boats.

While on this subject the Council would venture to ask your Lordship—if consistent with the rules of the Service—to convey to Captain Hand, R.N., Senior Officer of the station, the thanks of the Company for the assistance of his expeditionary force in chastising the robber tribe of Patani, who had so cruelly oppressed the surrounding tribes and prevented their carrying on their peaceful occupations.

Your Lordship will be pleased to hear that since that date the Company, with the aid of the neighbouring peaceful tribes, has reduced the Patanis to submission, and it may reasonably be hoped that, finding themselves no longer able to live by pillage and slave-hunting, they will follow the example of their neighbours and devote their attention to peaceful commerce.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN,
Deputy Governor.

Royal Niger Company to the Marquis of Salisbury.—(Received July 20.)

My Lord,

The Outer Temple, Strand, London, July 20, 1887.

I NOW have the honour, on behalf of the Council of the Company, to make a further reply to Sir T. Villiers Lister's letter of the 6th instant.

As not a moment was to be lost in repudiating the idea that the Company had deliberately made a profit out of coal supplied to Her Majesty's gun-boats—even although those gun-boats did not (as appears to be thought) ascend the Niger and thereby expend the coal in operations for the benefit of the Company—an immediate formal reply was sent to Sir T. Villiers Lister inclosing a copy of my letter of the 22nd June to the First Lord of the Admiralty, in which the Council, of their own initiative, begged to be allowed to refund the excess over the cost price of the coal, which, by some clerical or other error at Akassa, had been charged.

On this subject the Council have therefore no more to say, except to hope that your Lordship's influence will be used in inducing the Lords Commissioners of the Admiralty to communicate to the Admiral commanding the station the fact that this rectification of account was made on the initiative of the Company by a letter dated a fortnight prior to the notification from the Foreign Office.

There is, however, a much more serious question involved in the Admiral's request "that, if another similar occasion should arise, he may be previously informed by telegraph, in order that he may personally judge of the necessity for reprisals." If the suggestion were that a Captain in command of a gun-boat should not act without instructions from the Admiralty, no serious delay would occur, as he could telegraph to London from Akassa for instructions, and the Company could also lay before the Admiralty the telegraphic despatches on the subject received from its officials. But if it is considered necessary to communicate in the first instance with the Admiral (perhaps at Cape Town, or even in the Indian Ocean or elsewhere out of the reach of the telegraph), an irreparable delay might result.

Moreover, unless the Admiral were supplied regularly with the Company's voluminous despatches from the Territories, he would, even on the receipt of a telegram, be unable to trace the affair from the earlier written despatches. I venture, in short, to submit that the proposal practically involves a refusal to allow Her Majesty's gun-boats to assist in restoring order when disturbed, as has hitherto always been the case, by piratical seaboard tribes who are not under the jurisdiction of the Company, but are at present under Her Majesty's protection.

Every one of the disturbances which have during the past twelve years necessitated a naval expedition can be traced to these foreigners to the Niger Territories, who, prior to the assumption of the administration by the Company eight years ago, combined a small amount of commerce with a large amount of slave-raiding and slave-dealing. If these tribes were not under the protection of Her Majesty, the Company would not need to ask for the assistance of gun-boats, as they could take action against these pirates in their own towns, and thus prevent them supplying with smuggled rifles and cartridges the least civilized, and therefore the most disaffected, sections of the Niger Territories, and inciting them to murder and revolt.

The Council hope, however, that until Her Majesty's Government either suppress these pirates or permit the Company to do so, the occasional assistance of Her Majesty's gun-boats may not be, by any impracticable proviso, refused in the regions near the seaboard, where alone they have been engaged in the past.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

No. 98.

Verbal communication by Count Metternich, July 20, 1887.

FROM the Tariffs of the Royal Niger Company it appears that the complaints of German merchants, as detailed in the Memorandum which was communicated on the 9th July, agree in the main with the actual facts.

There is only the mistake that the export duty on palm kernels is stated to be 2s., instead of 2d., and a corresponding rectification of the *pro-memorid* would oblige.

From the Regulation "July '86. 7" of the Company, it appears further that, contrary to the Agreement between Germany and England, the Tariff issued on the 13th July has been put in force already on the 15th September, whereas it ought not to have been put in force before at least four months after its publication.

The Imperial Government will therefore have to reserve the reimbursements to the German merchants of the duties that may have been levied from them contrary to agreement.

The Regulation "July '86. 7" (B) further contains a list of places on the Niger and Benue at which alone ships are allowed to put in, and to ship or unship cargo.

This Regulation is in direct contradiction with the Niger Navigation Act.

No. 99.

Royal Niger Company to the Marquis of Salisbury.—(Received July 26.)

My Lord,

The Outer Temple, Strand, London; July 25, 1887.

I HAVE the honour, on behalf of the Council of the Company, to acknowledge receipt of Sir T. Villiers Lister's letter of the 11th instant, and to thank your Lordship for the approval of the Regulations of the Company, subject to the slight modifications suggested, and which, with one exception, the Council have carried out, as your Lordship will observe from the inclosed (six) copies of Regulation No. 21, 1887.

The Council have no desire to occupy your Lordship's time with lengthy explanations of the reasons why the Regulations were deliberately made as made, instead of as now amended. They will only refer briefly to the one case of delegation to a Committee, and remind your Lordship that at the time the Regulations in question were made, two French gentlemen still sat on the Council (then the Board), who could not, under the Charter, have taken part in legislative deliberation and action, and yet who could not, under the Articles of Association, have been excluded from an ordinary meeting of the Council or Board. I may, perhaps, further state on this point that when the special emergency which temporarily necessitated delegation to a Legislative Committee had ceased, a Resolution was entered on the Minutes prohibiting the further exercise of this power. In case, however, your Lordship should feel any doubt as to the legality of the fundamental Regulations of the Company, which were in July last made by such a Committee, I would wish to point out that no such contention can apparently be sustained on the ground of delegation of powers, inasmuch as the Board or Council itself is only acting with delegated powers from the Company, to which, and not to the Council, the Charter was granted. If Regulations made by the Council (having duly delegated powers under the Articles of Association) are valid, so technically are valid Regulations made by a Committee, having also duly delegated powers under the Articles of Association and the Resolutions of the Council.

As the Council have made, with one exception, the modifications desired by your Lordship, they have taken advantage of the opportunity to make in clauses D and E of the inclosed Regulation slight amendments of the Customs and Licences Regulations, which will, they trust, meet with your Lordship's approval.

The Council further wish to state that they will undertake to publish from time to time, as new territories may be acquired other than the 237 of which a list has been supplied to your Lordship, a further Regulation applying the existing Regulations to such new territories. They presume that your Lordship will not desire such publication in the case of the 200 Treaties which could not for technical reasons be included in the schedule of the Charter, but to which the Council have repeatedly (during the past eighteen months) prayed that the Charter might be extended.

The one modification which the Council have not yet adopted, and which they trust Her Majesty's Government may reconsider, is that which would include under the definition of "foreigners" all who are "under the protection of," as well as those who are "subject to," a civilized State. Many strong reasons could be urged by the Council against the proposed amendment, but the following one may probably suffice.

If adopted it would convert into foreigners in their own country the whole of the

native inhabitants of the Company's territories falling within the Charter, inasmuch as these territories are under the protection of Great Britain.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Inclosure in No. 99.

THE ROYAL NIGER COMPANY, CHARTERED AND LIMITED.

Regulation No. XXI.

[July '87. 1.]

THE following Regulation is hereby duly made this 21st day of July, 1887.

A.—This Regulation may be cited as "The Regulations Amendment Regulation (1887)," or numerically as "Regulation No. XXI (1887)."

B.—The words, "or by any Committee duly appointed by such Governing Body for the purpose," in Regulation "No. I (1886)," are hereby repealed, and no such Committee shall from this date have power to make a Regulation of the Company.

C.—The words, "general principles of law and," shall be inserted, and shall from this date be deemed to stand immediately before the word "procedure" in Part "D. (1)" of Regulation "No. X (1886)," and the following relative pronoun, "that," shall have substituted for it the word "those."

D.—The duties leviable under Schedule D of the Customs Regulation "No. XI (1886)," made on the 30th day of July, 1886, shall, on and after the 1st day of January, 1888, be no longer payable in exported produce, but shall be paid in British currency.

E.—Any person or Company who shall carry on trade in the Niger Territories without a licence, in contravention of Part B of Regulation "No. XII (1886)," or of Part C of Regulation "No. XVIII (1887)," shall be liable for each offence to a penalty not exceeding 100*l.*, in addition to the payment which should have been made for the proper licence or licences.

Given under the seal of the Company this 21st day of July, 1887.

(Signed) GEORGE TAUBMAN-GOLDIE, } Members of the
JOHN EDGAR, } Council.
(Seal of the Company.)

No. 100.

Royal Niger Company to Foreign Office.—(Received July 28.)

Sir, The Outer Temple, Strand, London, July 28, 1887.
I HAVE the honour to inclose you the Memorandum promised yesterday afternoon, which I trust will meet your views.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Inclosure in No. 100.

Memorandum by the Deputy Governor of the Royal Niger Company re German Complaints.

"COMPLAINTS have again been made by German merchants trading in the Niger and Benue."

There are no German merchants trading on the Benue, and there is only one in the whole of the Company's territories. This merchant established himself about 400 miles up the Niger after the issue of the Charter and of the Tariff and Customs Regulations complained of.

2. With reference to the first complaint and the remarks thereon, I have to point out that the "Niger Navigation Act" of Berlin refers solely to the navigation of the waters of the Niger and, as is explicitly stated in the preamble to the General Act, "extends to this river and its affluents the same principles as set forth in Articles CVII and CXVI of the Final Act of the Congress of Vienna."

Under the Company's Regulations *quod* navigation is free, no stoppage is compulsory, no duty is compulsorily levied on board ship. The Company

has no concern with vessels passing through the waters to regions beyond Komba, on the Upper Niger, and Zola, on the Upper Benue; that is beyond its territories. Nothing in the Act of Berlin diminishes the territorial powers on *terra firma* of the riverine States in the Niger Basin, as was expressly done by the General Act in the case of the riverine States in the Congo Basin, where, with many other limitations, the principle of free trade was established. The fiscal regulations laid down by the Company are applicable only to vessels which voluntarily come within its territorial laws by touching, loading, or discharging at, from, or into its territories, and they are analogous, so far as difference of local circumstances admits, to the fiscal laws of the riverine States on the Danube. It is evident, moreover, that the German Government is perfectly aware that the Niger Navigation Act applies only to the waters of the Niger, for in this very Memorandum of complaints it quotes, firstly, from the Niger Navigation Act, "Only such dues and imports can be levied as bear the character of a return for services rendered to the navigation itself;" and, secondly, from the British and German notes of the 16th May and the 2nd June, 1885, only three months after the separation of the Conference, providing, at the urgent wish of the German Government, for reciprocal engagements restricting the territorial taxation in the Niger and Cameroons Protectorates. These last-quoted engagements are inconsistent with the quotation from the Niger Navigation Act that only navigation dues are admissible, and therefore inconsistent with the hypothesis that the Navigation Act is more than it professes to be.

3. With reference to the second complaint and the remarks thereon, these are evidently based on an entire misconception of the facts.

If the Company's Tariff throughout its territories were as the German Government represents it, the total revenue of the Company would be about double of its actual amount. One considerable error, viz., quoting the duty on palm kernels as 2s. per cwt., has already been admitted. Another more serious error consists in treating as applicable to the whole of the Company's territories the special import duties imposed on goods penetrating to the Central African portion of those territories lying more than 250 miles from the seaboard. In the lower zone the general import duty (*i.e.*, on all goods except a few special classes, such as spirits and gunpowder) is not 12 per cent. *ad valorem*, or, as the German Government points out, three times that levied at Lagos, but is only 2 per cent., or one-half of the Lagos rate. This extremely light duty in the lower zone, where is the bulk of the existing trade, was only practicable in conjunction with the sound principle of special taxation to cover the heavy expenditure of the Central African Administration over large areas with (at present) a small turnover of trade. As a comparison has been made with Lagos, it is right to observe that the area and the (estimated) population of the Company's territories are from 50 to 100 times the area and population of the Colony of Lagos as given in the Statistical Abstract laid before Parliament. The duties on spirits and gunpowder are undoubtedly high as compared with the 2 per cent. levied on cottons, silks, hardware, earthenware, and other useful goods. To the Company as a trader (and irrespective of the development of trade) it is clearly a matter of complete indifference what duties are levied on various classes of goods provided the total amount raised remains the same; but a reduction of duties on spirits and gunpowder, and corresponding increase of duties on useful goods, would not only arrest the development of trade, but would ultimately destroy existing commerce, demoralize the native populations, and lead to deplorable disorders. It is on these grounds and not because cheap spirits and cheap gunpowder are the principal German imports into Africa, that higher prices have been imposed on these articles.

4. The statement that "certain native Chiefs levy dues of their own" has probably reference to private contracts made by the German merchant lately established in the territories with some native Chief or Chiefs; if not, the Company will be happy to take whatever steps are practicable to put this matter on a proper basis.

5. The final complaint that four months' notice was not given of the introduction of customs duties "when the question of the administration" of the territories "was settled" is not consistent with either the letter or the spirit of the note of the 16th May, 1885. No "alteration in the Tariff of duties" has been or will be made without the agreed four months' notice. If the reservation of the German Government as to repayment of duties on this score had been justified, the amount would be 158l. 7s. 2½d.

(Signed)

GEORGE TAUBMAN-GOLDIE.

July 28, 1887.

No. 101.

Foreign Office to Mr. Wright.

My dear Mr. Wright,

Foreign Office, July 28, 1887.

I AM sorry to say that the form for signifying—under section 12 of the Royal Charter—the assent of the Secretary of State to the extension of the rights and powers of the Royal Niger Company which you were good enough to draw up for us a little time ago has been unfortunately mislaid.

And I have been asked to request you, under the circumstances, to be so kind as to draw such a form for us again.

I cannot recall the exact words of the original form you drew, but I remember that you considered no special form of words was necessary, so that I hope you will be able to furnish us with some form in your judgment suitable for the purpose without much further consideration or trouble.

I have inclosed herewith all the papers bearing on this point which I can discover to have been sent to you with the original reference on the 21st May, and also a copy of my letter to you of the 31st May,* in which I have marked the passages referring to the present question in red ink.

Sir P. Anderson is shortly going away on leave, and is very anxious to get the whole matter carried through before he starts.

I also hope to get away for a time early next month, so that we shall both be very much obliged to you if we may have the form as soon as you can conveniently manage it.

Yours sincerely,
(Signed) W. E. DAVIDSON.

No. 102.

Mr. Wright to Foreign Office.—(Received July 29.)

My dear Davidson,

1, Paper Buildings, Temple, July 29, 1887.

I THINK the inclosed will suffice.

Yours very truly,
(Signed) R. S. WRIGHT.

Inclosure in No. 102.

Draft Letter of Assent.

Sir,

WITH reference to your letters dated the 20th December, 1886, and the 21st March, 1887, submitting for the approval of the Secretary of State the documents noted in the margin, under which further rights and powers are acquired by the Royal Niger Company, I am directed to communicate to you the provisional approval of the Secretary of State, subject to the reservation that the approval may be withdrawn in relation to any of such documents or any of the rights or powers claimed under them, or any conditions or restrictions may be imposed, if upon more complete information the Secretary of State thinks it necessary or expedient to exercise the power which he reserves.

No. 103.

Foreign Office to Admiralty.

Sir,

Foreign Office, July 29, 1887.

WITH reference to your letter of the 2nd ultimo, I am directed by the Marquis of Salisbury to transmit to you, to be laid before the Lords Commissioners of the Admiralty, a copy of a letter which his Lordship has caused to be addressed to the Royal

* Nos. 1*, 3 B, 71, 55, 54, 52, and 81.

Niger Company,* together with a specimen of the flag adopted by them and approved as required by section 11 of their Charter.

I am to request you to move their Lordships to cause the flag in question to be duly registered.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 104.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, July 29, 1887.

WITH reference to your letter of the 29th ultimo, inclosing a specimen of the flag adopted by the Royal Niger Company, I am directed by the Marquis of Salisbury to acquaint you, for the information of your Board, that the flag in question meets with the approval of the Secretary of State and the Lords Commissioners of the Admiralty, as required by section 11 of the Company's Charter, and that it has been forwarded to the Admiralty for registration.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 105.

Foreign Office to Board of Trade.

Sir,

Foreign Office, July 30, 1887.

WITH reference to the letter from this Department of the 28th May last relative to the Trade Regulations drawn up by the Council of the Royal Niger Company, I am directed by the Marquis of Salisbury to acquaint you, for the information of the Board of Trade, that the Council have made some amendments in the Regulations embodied in the two annexed clauses marked (D) and (E); and I am to request that Lord Salisbury may be informed whether these alterations meet with the approval of the Board of Trade.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 106.

Foreign Office to Mr. Wright.

Sir,

Foreign Office, July 30, 1887.

ON receipt of the Report on certain Regulations submitted by the Royal Niger Company which was inclosed in your letter of the 8th ultimo (returned herewith for convenience†) a letter was addressed (also inclosed‡) to the Company in question, stating that the Marquis of Salisbury was prepared to approve the Regulations they had submitted, subject to the modification which had been suggested in your Report above referred to.

A letter has now been received from the Company (inclosed herewith§), in which they state that the modifications in question have, with one exception, been adopted.

The one modification which they have not adopted, and which they express their hope Her Majesty's Government may reconsider, is that which in the Regulation "July '86. 7" (A) (also inclosed||) would include under the definition of "foreigners" all who are "under the protection of" as well as those who are subject to "a civilized State."

This alteration would, it is contended by the Company, convert into foreigners the whole of the native inhabitants of the Company's territories falling within the Charter, inasmuch as those territories are under the protection of Great Britain.

† No. 86.

‡ No. 90*.

* No. 104.

§ No. 99.

|| Inclosure in No. 11.

I am accordingly directed by the Marquis of Salisbury to request that you will inform his Lordship whether the point thus advanced by the Company in any way modifies your opinion as expressed in your Report.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 106*.

Mr. R. S. Wright to Foreign Office.—(Received August 2.)

Sir,

1, *Paper Buildings, Temple, August 2, 1887.*

WITH reference to your letter dated the 30th July (returned herewith), I have to state that the particular objection stated by Sir G. Taubman-Goldie appears to me to be without foundation, the context showing that natives are not meant to be included as "foreigners." This objection, however, may be readily met in the manner shown in the copy herewith.

It is suggested by Sir G. T. Goldie that there are many other strong reasons against the provision in question, but, as they are not stated, they cannot be dealt with.

In the absence of a statement of them I can only submit for consideration that diplomatic difficulties are not unlikely to occur if the Company claim to treat as natives persons properly claiming the protection of a Great Power.

It appears possible that some of the suggested strong reasons against the proposed provision might tend to show its necessity.

I am, &c.
(Signed) R. S. WRIGHT.

Inclosure in No. 106*.

Niger Regulations.

Regulation (A.)

THE NATIONAL AFRICAN COMPANY (LIMITED).

[July '86. 7.]

THIS is to certify that a Regulation has been duly made this 30th day of July, 1886, providing for provisional Rules to be followed in the administration of justice in the Niger Territories, as follows:—

(A.)—*Foreigners and Natives.*

In this Regulation, and in all others where not otherwise expressly provided or where not inconsistent with the context, the word "foreigner" shall be taken to mean any person or association (other than the Company acting as a Government) entitled to claim to be subject to any Great Power of Europe or America or to any State recognized by the Great Powers as a civilized State, or entitled to be under the protection of any such Power or State otherwise than by virtue of Her Majesty's Protectorate of the Niger Territories; and all other persons shall be described as "natives."

No. 107.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, August 2, 1887.

WITH reference to your letters dated the 20th December, 1886, the 21st March and the 7th April last, submitting, for the approval of the Secretary of State, the documents noted in the margin,* under which further rights and powers are acquired by the Royal Niger Company, I am directed to communicate to you the provisional approval of the Secretary of State, subject to the reservation that this approval may

* Treaties inclosed in No. 18.

be withdrawn in relation to any of such documents, or any of the rights or powers claimed under them, or any conditions or restrictions may be imposed, if, upon more complete information, the Secretary of State thinks it necessary or expedient to exercise the power which he reserves.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 108.

Royal Niger Company to Foreign Office.—(Received August 3.)

*The Outer Temple, 222 to 225, Strand, London,
August 3, 1887.*

SIR GEORGE TAUBMAN-GOLDIE ventures to point out the inconveniences that would result from the publication, among the papers to be laid before Parliament, of the Foreign Office letter of yesterday, provisionally approving the Supplementary Treaties of the Company.

The powers reserved to the Secretary of State in the Charter, especially in clause 13, would appear to render the reservations of that letter supererogatory, while a further inducement is offered to agitation by the many bitter enemies of the Company, who, not having themselves opened up Africa to commerce and civilization, are jealous of the success of the Royal Niger Company.

No. 109.

The Marquis of Salisbury to Count Hatzfeldt.

M. l'Ambassadeur,

Foreign Office, August 3, 1887.

I HAVE the honour to inform your Excellency that the various points relative to the Niger Company urged in the Memorandum communicated by you on the 6th ultimo, and in the verbal communication subsequently made on your behalf by Count Metternich, have been attentively considered. I will reply to them in the order in which they were placed by your Excellency, and shall have no difficulty in showing the groundlessness of the complaints made by certain German merchants.

1. They state that ships arriving in the Niger or leaving it must call at the mouth of the river to pay import and export duties, and your Excellency is disposed to think that this Regulation is inconsistent with the provisions of the General Act of the Conference of Berlin.

I have to point out that the merchants are mistaken as to the facts. The navigation is free; no stoppage is compulsory; no duty is compulsorily levied on board ship. Vessels in transit are at liberty to pass without interruption through that portion of the river which is under the British Protectorate, and are not at present called upon even to pay the taxes and duties sanctioned by the Act of Berlin as an equivalent for services rendered to navigation; and this perfect liberty is granted although, as your Excellency is aware, by the XXXth Article Great Britain is permitted to make any Rules of navigation as regards the portions of the river under her protection which are not contrary to the spirit of her engagements under the Act.

The Act of Berlin does not deal with the territorial powers of riverain States in the Niger Basin. Vessels which voluntarily touch, load, or discharge at the ports of such States must submit to the local Laws and Regulations, and in the British Protectorate the Fiscal Laws are analogous, so far as differences of local circumstances admit, to those of the Riverain States on the Danube. So long as there is no differential treatment traders can have no legitimate complaint in this respect. Nor is there anything oppressive or unjust in the rule which fixes a place for payment of import duties at the mouth of the river in the case of vessels trading with the ports of the British Protectorate, while as regards export duties this is the only mode in which, under existing circumstances, the payment of those duties can be secured.

The same answer meets the objection raised by Count Metternich verbally against the Regulation 7 (B), which contains a list of places on the Niger and the Benue at which ships are permitted to load or discharge cargo. This is a local Regulation applicable only within British jurisdiction, and does not affect vessels in transit.

2. The merchants assert that the duties levied are excessive and practically give a monopoly to the Company, and your Excellency refers to the correspondence of 1885 and 1886, and urges that this is inconsistent with the understanding between Great Britain and Germany that duties shall be levied solely for the purpose of meeting the expenses necessary to carry out the obligations imposed by the Protectorate.

To this I have to reply that, is the opinion of Her Majesty's Government, there has been no departure from the terms of that engagement. The Tariff of duties adopted by the Company has been carefully examined, and it is believed that the revenue raised under it will not exceed the sum required to recoup the expenditure. Should it prove to be excessive, the Company will be called upon to lower the duties. On this point I would refer your Excellency to the last paragraph of section 14 of the Charter of the Company. No apprehension, therefore, need be felt by the German Government on this account, especially as it is the duty of Her Majesty's Government to protect British as well as foreign traders against oppressive duties or any treatment inconsistent with the terms of the Charter. But sufficient time must be given to watch the working of the present system. Certain modifications have already been introduced at the suggestion of Her Majesty's Government, but they cannot be put into force until after the expiration of a four months' notice.

I should add that there is a material error in the figures quoted in your Excellency's Memorandum. The Tariff of special import duties imposed on goods penetrating to that part of the Protectorate situated in Central Africa, where administration is exceptionally costly, is applied by your Excellency to the whole Protectorate. The truth is that in the lower zone the general import duty on all goods, except a few special classes, such as spirits, arms, and gunpowder, is not 12 per cent. *ad valorem*, but only 2 per cent., or much less than the rate in force in the Lagos Protectorate, which is far more cheaply administered.

The charge of monopoly cannot be maintained, as no differential treatment is permitted; if any such can be proved, a prompt remedy will be applied.

As regards arms, spirits, and gunpowder, the high duties are imposed in order to check the trade in articles which demoralize the natives. There are no duties on such goods in transit, but Her Majesty's Government are perfectly justified in regulating the traffic in these articles in the British Protectorate as they think best in the interest of civilization.

3. The merchants complain that native Chiefs levy duties irrespective of the Company's duties. Her Majesty's Government have no knowledge of this practice, and would be glad to receive evidence establishing its existence, in order that steps may be taken to check it.

4. It is said that proper notice is not given of the publication of the Customs Tariff, and your Excellency observes that reimbursement may be claimed of duties thus wrongfully levied. I am unable to understand the nature of this grievance. In the Agreement between the two Powers it was arranged that four months' notice should be given of alterations in the Tariff of duties, and this engagement will be adhered to; but there was no mention of a term of notice of the original adoption of a Tariff. For this no notice was required in either sphere of influence, and I presume that the same course has been followed in the German as in the British Protectorate.

Finally, in reply to the suggestion made by your Excellency as to the mode of administration, I have to state that it is the intention of Her Majesty's Government to promote, by every means in their power, and by such measures as may appear to them to be most suitable, the good administration of the territory.

I have, &c.

(Signed) SALISBURY.

No. 110.

Royal Niger Company to Foreign Office.—(Received August 4.)

Sir,

The Outer Temple, Strand, London, August 3, 1887.

I AM instructed by the Council to acknowledge receipt of your letter of the 29th ultimo, conveying the approval of the Company's flag by the Secretary of State and the Lords Commissioners of the Admiralty.

I am, &c.

(Signed)

HENRY MORLEY, *Secretary.*

No. 111.

The Marquis of Salisbury to Mr. Scott.

(No. 202. Africa.)

Foreign Office, August 10, 1887.

[Transmits copies of Memorandum communicated by Count Metternich, July 6; and to Count Hatzfeldt, dated August 3, 1887: *ante*, Nos. 96 and 109.]

No. 112.

Board of Trade to Foreign Office.—(Received August 12.)

Sir,

Board of Trade, London, August 11, 1887.

I AM directed by the Board of Trade to acknowledge the receipt of your letter of the 30th ultimo, stating, by direction of the Marquis of Salisbury (with reference to previous correspondence upon the subject), that the Royal Niger Company have made certain amendments in their Regulations respecting export duties and trade licences, and asking for any observations which this Board might desire to offer thereon.

In reply, I am to request that you will be good enough to inform his Lordship that the Board of Trade have no objections to urge against the amendments which the Company now desire to have approved. The Board would, however, be glad to be favoured with a copy of the Company's Charter, and also of their Customs and Trade Regulations, for future reference.

I have, &c.

(Signed) THOMAS GRAY.

No. 113.

Royal Niger Company to the Marquis of Salisbury.—(Received August 12.)

My Lord,

The Outer Temple, Strand, London, August 12, 1887.

DURING the past twelve months, since the Royal Niger Company commenced to work its Charter, statements have occasionally appeared in the newspapers, and even in Parliament, that the merchants on the seaboard of the Gulf of Guinea were aggrieved at the granting of the Charter, and had approached, or endeavoured to approach, your Lordship in a spirit hostile to the Charter. The Council were aware that these reports could not be true so far as concerned the principal merchant in the so-called "oil rivers," viz., Messrs. Alex. Miller, Brothers, and Co., of Glasgow, as this firm has been throughout avowedly satisfied with the existing state of things. But, at any rate, one Member of Parliament, and certain less important newspapers, have put forward the name of the African Association, which is a union for certain purposes of most of the other traders in the oil rivers. It was even asserted that a Petition against the Charter, or against its being allowed to extend to the mouth of the Niger, had been presented to your Lordship.

In view of these reports and certain questions that have been asked in the House of Commons, I am glad to be able to inform your Lordship that the most explicit written assurances have been given by the so-called African Association that it has not opposed the Charter "in any way," and to these have been joined verbal assurances of a most positive character that no Member of Parliament has been authorized to put forward any matter hostile to the Charter on behalf of the Association or any of the merchants composing it.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,

Deputy Governor.

No. 114.

Foreign Office to Royal Niger Company.

(Confidential.)

Sir,

Foreign Office, August 12, 1887.

WITH reference to your Memorandum of the 3rd instant, in which you point out that inconveniences would result from the publication, among the papers to be laid before Parliament, of the letter from this Office of the 2nd instant, I am directed by the Marquis of Salisbury to acquaint you, for the information of the Council of the Royal Niger Company, that his Lordship, having had under his consideration the objections which have now been urged upon him, has caused instructions to be issued in the sense of the request contained in your Memorandum.

I am, &c.

(Signed) T. V. LISTER.

No. 115.

Colonial Office to Foreign Office.—(Received August 16.)

Sir,

Downing Street, August 15, 1887.

WITH reference to your letter of the 6th ultimo, relative to a complaint on the part of the Admiralty of the price of coal charged by the Royal Niger Company to one of Her Majesty's ships when engaged in operations for the protection of the Company's territories, I am directed by Sir H. Holland to transmit to you the accompanying copy of a Circular despatch, containing Regulations respecting the payment of coal consumed on board Her Majesty's ships when employed on colonial service.

With regard to the general question of the liability for expenditure incurred in connection with military and naval operations on behalf of the Colonies, I am to state that there are no Regulations on the subject, but that each case is decided on its merits; e.g., in the case of a claim for 205*l.* 12*s.* 11½*d.* made by the War Office on the Government of Sierra Leone in 1875-76, in connection with military operations on the West Coast of Africa, it was decided that the charge should be borne by Imperial funds on the ground that the operations were for the protection of Her Majesty's territories against invasion. On the other hand, the expenses incurred for the suppression of the disturbances in the protected territories in the Malay Peninsula in 1874-75, amounting to 550,000 dollars, were defrayed by the Government of the Straits Settlements.

I am, &c.

(Signed) R. H. MEADE.

Inclosure 1 in No. 115.

Circular to Governors of Colonies.

Sir,

Downing Street, December 13, 1871.

I TRANSMIT to you, for your information and guidance, printed copies of a Circular addressed by the Lords of the Admiralty to commanding officers of Her Majesty's vessels, respecting the payment, in certain cases, by the Colonies of the cost of coal expended by Her Majesty's ships on colonial service.

I have, &c.

(Signed) KIMBERLEY.

Inclosure 2 in No. 115.

Circular No. 62.

(To be substituted for Circular No. 57.)

Admiralty, November 28, 1871.

COALS USED ON COLONIAL SERVICE.

IT has been decided, with the concurrence of the Secretary of State for the Colonies, that whenever any of Her Majesty's ships are specially employed, on the

requisition of the Governor or other Colonial authority, in conveying any officer or persons belonging to a Colony, or on any other similar purely colonial service, the costs of coals expended by Her Majesty's ships whilst so employed shall be borne by the Government of the Colony for which such service may be rendered. My Lords, therefore, desire that in all such occasions a separate account shall be kept of the fuel expended, with a view to a claim for the cost of the same being subsequently raised against the Colonial Department.

It must, however, be understood that this rule is not intended to apply to a voyage made by one of Her Majesty's ships from one part of a station, in order to perform some colonial service in another, as the ship might in such case probably be employed during the voyage on general services, but the value of the fuel will only be claimed from a Colony when the expenditure is *bona fide* rendered necessary for colonial service on colonial requisition.

The cost of the fuel is to be calculated at the local rate at which supplies may be obtainable by Her Majesty's ships at the period during which the services required are carried out.

The coals thus expended are to be distinguished in the store expense books of the ships employed, and a Return of the quantities consumed and of the local rates at which the issues should be computed, duly approved by the commanding officer and certified by him to be a transcript as to quantities of the ship's expense accounts, is to be forwarded on each occasion by the first opportunity to the Accountant-General of the Navy. A comparison of these Returns will be made with the store expense books of the ship when received.

By command of their Lordships,
(Signed) G. SHAW LEFEVRE.

To all Commanders-in-chief, Captains, Commanders,
and Commanding Officers of Her Majesty's
Ships and Vessels.

No. 116.

Foreign Office to Admiralty.

Sir,

Foreign Office, August 16, 1887.

I AM directed by the Marquis of Salisbury to state to you, for the information of the Lords Commissioners of the Admiralty, that the views entertained by Rear-Admiral Sir W. Hunt Grubbe with regard to the proceedings of the Royal Niger Company—as set forth in the Admiralty letter of the 20th June last—were duly laid before that body.

I am now to transmit to you herewith a copy of the reply received from the Niger Company,* pointing out that they have already taken the requisite steps for refunding the over-charge for coal of which Sir Hunt Grubbe complained, and representing that if the Admiral's views with regard to the employment of Her Majesty's ships when the Company's interests were endangered were to be adopted, much injury would probably ensue to life and property.

In laying this letter before the Board of Admiralty, I am to request you to point out to their Lordships that Lord Salisbury, having given the Company's communication his careful consideration, is of opinion that the point urged by them with regard to the delay that might under certain circumstances ensue before the Admiral could be communicated with merits attention; and I am consequently to state that his Lordship would be glad to be favoured with the views of the Board as to the most effective arrangements that could be made to secure immediate aid being given to the Company by Her Majesty's ships in any sudden case of emergency and danger.

I am, &c,
(Signed) T. V. LISTER.

No. 117.

Question asked in the House of Commons, August 22, 1887.

Sir George Campbell,—To ask the Under-Secretary of State for Foreign Affairs if, since the papers regarding the Royal Niger Company are delayed, he can now state what territory is really in possession of that Company; about what population they rule over and what revenue they have; what number of Europeans they employ in administrative appointments; how they are nominated and their fitness tested; who legislates for the territory; and whether any regular laws and Courts have been established:

And, generally, whether the Company is mainly a territorial Power or a trading Corporation.

Answer.

In reply to the question of the honourable Member, at present I can only say that the papers will be ready before long. I think that any attempt to answer a question ranging over so wide a field and comprising so many details might lead to misconception.

No. 118.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, August 23, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 12th instant, in which you inform his Lordship of the assurances which have been received by your Company from the African Association that that body have not in any way opposed the Charter which has recently been granted to the Niger Company.

I am, &c.
(Signed) T. V. LISTER.

No. 119.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, August 25, 1887.

WITH reference to your letter of the 25th ultimo relative to the modification of certain Regulations which have been drawn up by your Company, I am directed by the Marquis of Salisbury to inform you that a letter has now been received from the Board of Trade, to whom the matter was referred, stating that that Department have no objection to offer to the amendments in the Regulations respecting export duties and trade licences which your Company now desire to have approved; and I am accordingly to state to you, for the information of your Board, that Her Majesty's Government approve of the Regulation embodied in the clauses marked (D) and (F) of the inclosure in your letter above referred to.

I am to request that you will forward to this Department, for transmission to the Board of Trade for future reference, a copy of the Company's Charter and their Customs and Trade Regulations.

I am, &c.
(Signed) T. V. LISTER.

No. 119*.

Admiralty to Foreign Office.—(Received August 26.)

Sir,

Admiralty, August 23, 1887.

I HAVE laid before my Lords Commissioners of the Admiralty your letter of the 16th instant, inclosing a copy of a letter from the Royal Niger Company explaining the

action they had taken in regard to an overcharge for coal supplied to Her Majesty's ships at Akassa, and representing the suggestion made by Rear-Admiral Sir Walter Hunt-Grubbe to the effect that if another similar occasion should arise in which Her Majesty's ships are called upon to assist in operations against piratical tribes on the Niger, the Admiral in command should be previously informed by telegraph, in order that he may personally judge of the necessity for reprisals.

In reply, my Lords direct me to request you will inform the Marquis of Salisbury that, on further consideration, they have decided to instruct the Admiral that, as there may be exceptional cases in which, owing to the Commander-in-chief being out of reach of the telegraph, much delay might be caused by referring to him for decision as to the necessity for making reprisals, the commanding officer of Her Majesty's ship on the spot is to be authorized to communicate direct with the Admiralty; but that on no account is he to take action until he has received directions from their Lordships to do so.

Instructions to this effect will be issued to the Rear-Admiral by the next mail, cancelling the orders sent to him by telegram of the 18th July last, as proposed in the concluding paragraph of Admiralty letter of the 20th June to the Foreign Office.

I am, &c.

(Signed) R. D. AWDRY.

No. 120.

Foreign Office to Admiralty.

Sir,

Foreign Office, August 31, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 23rd instant relative to the employment of Her Majesty's ships of war should assistance be required by the Royal Niger Company; and with reference to the concluding sentence of the last paragraph but one of your letter, I am to state to you, for the information of the Lords Commissioners of the Admiralty, that Lord Salisbury presumes that a certain latitude would be allowed to the commanding officer of Her Majesty's naval force on the spot in cases which might perhaps involve a question of life or death to British subjects.

I am, &c.

(Signed) T. V. LISTER.

No. 121.

Royal Niger Company to the Marquis of Salisbury.—(Received September 3.)

My Lord,

The Outer Temple, Strand, London, September 2, 1887.

I HAVE the honour to inclose copy of a letter of this date addressed by the Council of the Company to the Lords Commissioners of the Admiralty.

The Council earnestly hope that your Lordship will support their application in this matter, which is of urgent importance to the Niger Territories.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Inclosure in No. 121.

Royal Niger Company to the Lords Commissioners of the Admiralty.

My Lords,

The Outer Temple, Strand, London, September 1, 1887.

I HAVE the honour to address you on behalf of the Council of the Royal Niger Company, which, as your Lordships are aware, governs, with the assent of Her Majesty's Government, large and important territories in Western and Central Africa. A constabulary force has been formed for the preservation of order, and the Council are desirous of adding to the number of the officers of that force. They could obtain the services of several young naval officers, provided your Lordships would permit them to retain the option of returning to Her Majesty's service within a specified

time if they found the conditions of life in Central Africa unsuitable to their constitutions.

I have the honour to point out that the Niger Territories being really, though not technically, a portion of the British Empire, Her Majesty's Government have the highest possible interest in assisting as far as practicable in their development.

I believe that numerous precedents exist for the favour which the Council hope that your Lordships will grant them. Among the few that I can call to mind at present are:—

1. Captain Luxmoore was allowed to accept employment in the Imperial Chinese navy in 1875-76, and has since had command of some of Her Majesty's vessels of war.

2. Hobart Pasha was on the Naval List while serving in the Turkish navy.

3. Lieutenant Mathews was allowed to serve in the army of the Sultan of Zanzibar while remaining in Her Majesty's service.

4. At least one, and I believe several, naval officers are and have been appointed as Vice-Consuls within the Zanzibar dominions.

5. The Lieutenant or First Commander of Her Majesty's ship "Undaunted" in 1875 was four years exploring Central Africa, and then allowed to return to full pay.

The Council do not refer to these precedents, the list of which might easily be extended, as affording any conclusive claim to the favour for which they ask your Lordships, but only to show that no rigid rule stands in the way of such a favour being granted, should your Lordships, in the interests of the Empire, be good enough to grant their request.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

No. 122.

Royal Niger Company to Foreign Office.—(Received September 6.)

Sir,

The Outer Temple, Strand, London, August 30, 1887.

I HAVE the honour to acknowledge receipt of your letter of the 25th instant, and to send you herewith, for the use of the Board of Trade, a copy of the Company's Charter and of their Customs and Trade Regulations.

I am, &c.
(Signed) HENRY MORLEY, *Secretary.*

No. 123.

Colonial Office to Foreign Office.—(Received September 6.)

Sir,

Downing Street, September 5, 1887.

I AM directed by the Secretary of State for the Colonies to transmit to you, for your information, copies of two despatches which have been received from the Governor of Lagos on the subject of the engagement of Houssas by the Royal Niger Company.

I am, &c.
(Signed) ROBERT G. W. HERBERT.

Inclosure 1 in No. 123.

Governor Moloney to Sir H. Holland.

Sir,

Government House, Lagos, July 27, 1887.

IN continuation of my despatch of the 20th instant, I have the honour to send on for record the accompanying letters which I have received from the Niger Company confirming telegraphic request to be allowed to recruit in Lagos for their service fifty men.

2. Mr. Shitta, the Recruiting Agent here of the Company, has since been authorized to secure further the service of fifty Yorubas.

3. While on this proposed increment I have received no communication from Mr. Flint, the Agent-General of the Company, I have, notwithstanding, informed Mr. Shitta I offered no objection, and I have caused Mr. Flint to be so advised.

I have, &c.
(Signed) ALFRED MOLONEY.

Inclosure 2 in No. 123.

Mr. J. Flint to Governor Moloney.

Your Excellency,

Akassa, July 19, 1887.

I HAVE the honour to confirm my telegram of the 16th instant, asking your Excellency's permission to enlist fifty men from the Colony for service in the Royal Niger Constabulary.

Pending your Excellency's approval, I have arranged with Mr. Shitta for their enlistment and attestation before the District Commissioner, and to conform to any conditions your Excellency may be pleased to direct.

I have, &c.
(Signed) JOSEPH FLINT,
Acting Agent-General, Niger Territories.

Inclosure 3 in No. 123.

Mr. J. Flint to Governor Moloney.

Your Excellency,

Akassa, July 21, 1887.

I HAVE the honour to acknowledge receipt of telegram dated the 20th instant:—

"Will meet your wishes about recruits."

I beg to thank your Excellency for the courtesy of your reply, and shall be most happy to reciprocate if required at any time.

I have, &c.
(Signed) JOSEPH FLINT,
Senior Executive Officer, Niger Territories.

Inclosure 4 in No. 123.

Mr. F. Evans to Mr. J. Flint.

Sir,

Colonial Secretariat, Lagos, July 27, 1887.

I AM desired by the Governor to acknowledge the receipt of your letters of the 19th and 21st July as regards the recruiting of fifty Houssas in Lagos for the Royal Niger Company, and to assure you of his Excellency's readiness to co-operate with you at any time for the promotion of the interests of mutual trusts.

2. I am to add that yesterday Mr. Shitta waited on the Governor and informed him, of his own accord, of the contents of two telegrams he had received from you since the above was arranged, asking him to supplement Houssas by fifty Yorubas.

3. While on this proposed increment his Excellency has received no information from you, he at the same time informed Mr. Shitta he offered no objection in the matter.

I have, &c.
(Signed) FRED. EVANS, *Colonial Secretary.*

Inclosure 5 in No. 123.

Governor Moloney to Sir H. Holland.

Sir,

Government House, Lagos, July 20, 1887.

I HAVE the honour to transmit to you a copy of telegraphic communications which have passed between the Acting Agent-General of the Royal Niger Company and myself concerning the recruiting of Houssas for that Protectorate.

2. I inclose also a copy of the Agreement which the recruits are called upon to sign, and which appears to me to be a reasonable one.

3. I learn that some men were recruited here last year for the Niger, and I have offered no objection on this occasion.

I have, &c.
(Signed) ALFRED MOLONEY.

Inclosure 6 in No. 123.

Mr. J. Flint to Governor Moloney.

(Telegraphic.)

July 16, 1887.

COMPLIMENTS: required fifty men constabulary Niger. Will you permit them to come? Shitta procuring; will write by Opobo.

Inclosure 7 in No. 123.

Governor Moloney to Mr. J. Flint.

(Telegraphic.)

July 20, 1887.

WILL meet your wishes about recruits.

Inclosure 8 in No. 123.

Agreement.

I HEREBY agree and promise to serve the Royal Niger Company (Chartered and Limited) on the Niger for a period of three years, and to subject myself for the said period to all rules and regulations now in force, and to such other rules and regulations as may from time to time within such period be passed for the better discipline and management of the constabulary, and to obey the officers placed over me.

And I further agree that my rate of pay shall be 1s. per day, together with board and lodging, as customary; and that the Commandant or other duly authorized officer of the constabulary may discharge me and terminate this Agreement at any time prior to the expiration of the said three years.

A passage both ways shall be found me by the Company.

(Signature or mark.)

(Date.)

Witness's name.

„ address.

„ occupation.

No. 124.

Foreign Office to Board of Trade.

Sir,

Foreign Office, September 9, 1887.

I AM directed by the Marquis of Salisbury to transmit to you herewith, to be laid before the Lords of the Committee of Privy Council for Trade, the copies of the Royal Niger Company's Charter and Regulations requested in your letter to this Office of the 11th ultimo.

I am, &c.
(Signed) P. CURRIE.

The Royal Niger Company to the Marquis of Salisbury.—(Received September 10.)

My Lord,

The Outer Temple, Strand, London, September 8, 1887.

I HAD the honour on the 2nd instant to inclose to your Lordship a copy of a letter addressed by me, on behalf of the Council of the Company, to the Lords Commissioners of the Admiralty. I now have the honour to inclose copies of the reply to this letter, and of my answer to this reply.

The Council would earnestly entreat your Lordship to influence in a favourable direction the decision of the Lords Commissioners. It is most urgent for the Company to fill up vacancies, and the officers who are willing and anxious to take service in the constabulary force will naturally not join if they are precluded from returning to their profession in the event of their employment with the Company coming from any cause to an abrupt close.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Inclosure 1 in No. 125.

Admiralty to Royal Niger Company.

Sir,

Admiralty, September 6, 1887.

IN reply to your letter of the 1st instant, applying for the services of several young naval officers in connection with a constabulary force in Central Africa which the Council of the Royal Niger Company propose to form, such officers to have the option of returning to the navy in the event of finding the employment unsuitable to their constitutions, I am commanded by my Lords Commissioners of the Admiralty to acquaint you that the strength of the active list of the Royal Navy will not admit of officers being lent for constabulary duties in Africa.

I am, &c.

(Signed) R. D. AWDRY.

Inclosure 2 in No. 125.

Royal Niger Company to the Lords Commissioners of the Admiralty.

My Lords,

I HAVE the honour, on behalf of the Council of the Company, to acknowledge receipt of your communication of the 6th instant, from which I gather that I did not make myself sufficiently clear in my letter of the 1st instant. I may mention incidentally that the Company's constabulary force is an already existing body (which has done very good service in the Niger Territories), and not a body which it is only "proposed to form," and it is to fill vacancies in this force that the officers in question desire to join the Company's service.

All that the Council would at present ask Her Majesty's Government is that, in view of the numerous precedents referred to in my letter of the 1st instant, in cases far less important to the welfare of the Empire, such officers, not exceeding three in number, as desire to join this force (which is creating a new and important province or Her Majesty in Central Africa), should not be penalized by a refusal to permit them to return, under certain circumstances, to the Royal Navy.

The Council would entreat your Lordships, in reconsidering this question, to bear in mind that on the success of the Company's operations rests the question whether 40,000,000 to 60,000,000 people in vast and fertile regions fall within British influence and remain open to British commerce, or whether by degrees they fall into the hands of protectionist and unfriendly Powers. The Council venture to hope that in the prosecution of their extraordinarily difficult task they may receive the assistance of Her Majesty's Government in every department.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Colonial Office to Foreign Office.—(Received September 17.)

Sir,

Downing Street, September 16, 1887.

I AM directed by the Secretary of State for the Colonies to transmit to you, for the information of the Marquis of Salisbury, a copy of a despatch from the Governor of Lagos, in continuation of that forwarded to you on the 5th instant, relating to the enlistment of men at Lagos for the Royal Niger Company.

I am, &c.

(Signed) ROBERT G. W. HERBERT.

Inclósure 1 in No. 126.

Governor Moloney to Sir H. Holland.

Sir,

Government House, Lagos, August 9, 1887.

IN continuation of my despatch of the 27th ultimo on the subject of recruiting at Lagos for the constabulary of the Royal Niger Company, I have the honour to transmit the accompanying letter I have received from the Senior Executive Officer of the Niger Territories, explaining the circumstances under which he had authorized the enlistment of 100 instead of 50 men, as had been at first arranged.

I have, &c.

(Signed) ALFRED MOLONEY.

Inclósure 2 in No. 126.

Mr. J. Flint to Governor Moloney.

Akassa, July 27, 1887.

Your Excellency,

I HAVE the honour to report to you that on the receipt of the "Sherbro's" mails the Council in London requested the enlistment for the constabulary to be increased to 100 instead of 50.

The increased number were at once wired for from Lagos, but I sincerely regret that, by a most careless omission in our Akassa office, they failed to notify your Excellency at the same time.

Apologizing for this omission, and thanking your Excellency for the courtesy which you have shown to the Company in this matter, I have, &c.

(Signed) JOSEPH FLINT,

Senior Executive Officer of Niger Territories.

No. 127.

Foreign Office to Admiralty.

Sir,

Foreign Office, September 17, 1887.

I AM directed by the Marquis of Salisbury to acquaint you that the Royal Niger Company have informed his Lordship that they have unsuccessfully appealed to the Admiralty for permission to employ officers of the Royal Navy in the Company's constabulary force, such officers to have the option of returning to their former employment should the climate prove prejudicial to them.

I am now to request you, in laying this letter before the Lords Commissioners of the Admiralty, to be good enough to acquaint them that Lord Salisbury would have been glad if the Niger Company's request could have been acceded to, inasmuch as the work that body is engaged on is in the interests of civilization and the extension of British trade.

Under these circumstances, I am to inquire whether it would not be possible for the Lords Commissioners to reconsider their decision in this matter.

I am, &c.

(Signed) P. CURRIE.

No. 128.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, September 17, 1887.

IN reply to your letter of the 8th instant, relative to the disinclination expressed by the Lords Commissioners of the Admiralty to permit naval officers to join the constabulary force of the Royal Niger Company in Central Africa, I am directed by the Marquis of Salisbury to acquaint you, for the information of the Council of the Royal Niger Company, that his Lordship has addressed a communication to the Board of Admiralty, asking whether their Lordships' decision in this matter cannot be reconsidered.

I am, &c.
(Signed) P. CURRIE.

No. 128 A.

Colonial Office to Foreign Office.—(Received September 21.)

Sir,

Downing Street, September 20, 1887.

WITH reference to your letter of the 1st June on the subject of united action by the European Powers in Africa in regard to the importation of arms and liquor,* I am directed by Secretary Sir H. Holland to transmit to you copies of a despatch which he addressed to the Governors of the British West African and South African Colonies in consequence of that letter, together with a copy of the reply which has been received from the Cape Colony.

Other replies, as they arrive, will be communicated to you.

I am, &c.
(Signed) JOHN BRAMSTON.

Inclosure 1 in No. 128 A.

Sir H. Holland to the Governors of the Cape and Natal.

(Confidential.)

Sir,

Downing Street, June 26, 1887.

I HAVE the honour to transmit to you copies of correspondence which has passed with the Foreign Office on the subject of negotiating an International Agreement for the regulation of the importation of arms and liquor into South Africa.

As regards the trade in arms, Her Majesty's Government have arrived at the conclusion that it would be practically impossible to effect any arrangement which would be likely to produce satisfactory results.

The evils produced on the native races by the unregulated and unlimited supply of spirituous liquors are, however, so great that Her Majesty's Government would be glad if some means could be devised for placing it under greater control.

I have accordingly to request that you [†will bring the question under the notice of your Ministers, and ascertain whether they would be prepared] [‡will consider the question, in conjunction with your Executive Council, and inform me whether the Government of Natal would be prepared] to join in a scheme, to which Germany and Portugal should be invited to become partners, to check the importation of spirituous liquors by the imposition of a heavy uniform rate of duty.

I shall be glad to receive any suggestions [†your Ministers] [‡you] may have to make on the subject, together with [†their and your own] [‡your] views as to the form and details of the scheme which might be proposed.

A similar despatch has been addressed to the Governor of [Natal] [the Cape].

I have, &c.
(Signed) H. T. HOLLAND.

* Not printed.

† To Cape only.

‡ To Natal only.

Inclosure 2 in No. 128 A.

Governor Sir H. Robinson to Sir H. Holland.

(Confidential.)

Sir,

Government House, Cape Town, August 24, 1887.

I HAVE the honour to acknowledge the receipt of your Confidential despatch of the 26th June last, requesting me to bring under the notice of my Ministers the question of the importation of spirituous liquors for the use of natives into South Africa, and to ascertain whether they would be prepared to join in a scheme, to which Germany and Portugal should be invited to become partners, to check the importation of spirituous liquors by the imposition of a heavy uniform rate of duty.

2. Having communicated your despatch to Ministers, I inclose a copy of a Minute which I have received from them in reply, stating that they do not consider that the use of spirituous liquors by natives can be checked in the manner proposed, and that they have no suggestions on the subject to offer for your consideration.

3. It must be borne in mind that spirituous liquors are largely manufactured, not only throughout the Cape Colony, but also in the Transvaal and Natal. In this Colony there is an excise duty of 2s. per gallon on corn-made brandy, but there is no excise duty on spirit manufactured from the grape. The duty on spirits imported into this Colony is already higher than it is in any other Colony or State in South Africa, being from 10s. to 12s. per gallon.

4. It would, of course, be an advantage to the trade of this Colony if Natal, Portugal, and Germany would agree to raise a duty on spirits imported into their respective territories equal to that imposed by the Cape; but the only effect of such a scheme, as far as the natives of South Africa are concerned, would be to protect still further the locally manufactured spirituous products, much of which is of a very deleterious character.

5. In a country in which cheap spirits are so largely manufactured it is only by internal regulations, and not by import duties, that the supply to the natives can be controlled.

I have, &c.

(Signed) HERCULES ROBINSON.

Inclosure 3 in No. 128 A.

Minute of Ministers to Governor.

WITH reference to his Excellency the Governor and High Commissioner's Minute Confidential, dated the 23rd July, transmitting a despatch from the Right Honourable the Secretary of State for the Colonies, dated the 26th June, suggesting the possibility of a scheme of united action between Great Britain, Germany, and Portugal, in order to check the importation of spirituous liquors for the use of the native races in South Africa, Ministers have the honour to observe that they regard the importation of guns for the use of the natives as more serious than the importation of liquor for the same purpose, and that if the first evil cannot be prevented, neither can the second.

Ministers have no suggestions to offer for the Secretary of State's consideration.

(Signed) J. GORDON SPRIGG.

*Prime Minister's Office, Cape Town,
August 19, 1887.*

Inclosure 4 in No. 128 A.

Sir H. Holland to the Governors of the West Africa Settlements, the Gold Coast, and Lagos.

(Confidential.)

Sir,

Downing Street, June 27, 1887.

I HAVE the honour to transmit to you an extract from a letter from the Foreign Office respecting a suggestion of the Royal Niger Company for an International Agreement for the imposition of a high uniform duty on the importation of spirituous liquors on the West Coast of Africa with a heavy licence duty for selling them.

The evils of the unrestricted supply of spirits to the natives are so great and well known that Her Majesty's Government would be glad if any means could be devised of checking it.

An Agreement between Great Britain, France, Germany, and Liberia to put on a prohibitive rate of duty would no doubt have the most beneficial results, and the British Colonies would probably not be losers by such an arrangement.

I shall be glad if you will give the question your careful attention and consideration, and favour me with your views upon it.

A similar despatch has been addressed to the Governors of the [*Gold Coast and Lagos], [†West Africa Settlements and Lagos], [‡West African Settlements and the Gold Coast.]

I have, &c.
(Signed) H. T. HOLLAND.

No. 128 B.

Baron Plessen to the Marquis of Salisbury.—(Received September 21.)

(Translation.)

My Lord,

German Embassy, London, September 21, 1887.

WITH reference to the note which your Excellency had the goodness to address to me on the 3rd August on the subject of the Royal Niger Company, I am instructed by my Government to reply as follows:—

The Imperial Government takes note with satisfaction of the fact that the Government of Her Britannic Majesty recognize the freedom of ships passing the territory of the Royal Niger Company from transit dues, as well as of their assertion that no such ship ought to be obliged to stop its course or pay any duties of any sort.

With respect to this point the Imperial Government hopes that the Company will be directed to act accordingly, and to insert a regulation to that effect in their order book, in which hitherto no difference has been made between ships passing through and other ships. It would appear desirable that, at the same time, an exact statement of the limits of the Company's territory be drawn up. The latter has not yet been in a position to do so, as the official Map of the British Protectorate, which was promised to the Imperial Ambassador in the middle of last April, has not yet been communicated.

The Imperial Government has pointed out that the import duties levied by the Company are immoderately high compared to the Tariffs existing in the British Colonies on the West Coast of Africa, and particularly in Lagos, while it is expressly stipulated in the Anglo-German Arrangement of May and June 1885 that the duties should be calculated on as low a scale as possible.

The observation in your Excellency's note of the 3rd ultimo that the English Government has to protect not only foreign, but also British, interests against oppressions on the part of the Company, is not calculated to dispel entirely the fears that the German commerce may be prejudiced, inasmuch as English traders have complained more emphatically of the trickery of the Niger Company than Germans. The Liverpool Chamber of Commerce even went so far, in a resolution transmitted to the Government, as to ask that the Charter be cancelled, as it had been obtained under false pretences. My Government are aware that the taxes levied by the Company in the interior of the country are larger than those in the tracts nearer the coast. But this very system gives rise to well-founded complaints, because the Company has not yet been able to get a firm footing in the interior, and has not yet organized an Administration. Some chieftains, for instance, King Malaki of Bida, at Egga, levy now as before special dues from foreign traders, and on this point I shall have the honour to communicate to your Excellency further details in due time.

The Government of Her Britannic Majesty have declared their intention of watching the Company's method of carrying on business for some time to come, in order to form an opinion as to how far changes should be introduced later. However, the time that has already elapsed must have proved sufficiently that concurrent interests of other traders cannot exist side by side with those of the Company, under their present system of administration. Several business houses which had been established at Egga have had to break up their settlements there, as, for instance, the Brazilian merchants Santana and the English firm Hutton and Osborne from Lagos. The Government of Her Britannic Majesty cannot intend to wait for the time when German commerce will be altogether driven out of those countries. Already German merchants have declared that they cannot stand against the difficulties which are placed in their way by the Company. A complaint

* To Sierra Leone.

† To Gold Coast.

‡ To Lagos.

which has just been received from the German firm of Hönigsberg, of Lagos, who, apparently without any reason, were forbidden to transport their goods on canoes to Egga, I have been instructed to make the subject of a special remonstrance.

Your Excellency observes in your note of the 3rd August, with regard to the commerce in arms, powder, and spirits, that there exist no transit dues for these articles, but that the Government of Her Britannic Majesty would be entirely within their rights in regulating the traffic in such commodities as it appeared to them best in the interests of civilization.

According to the opinion of my Government the provisions of the Anglo-German Agreement of May-June 1885 are binding for these articles also. If the British Government desire, in the interests of civilization, a further restriction in the liquor traffic within the regions of the West Coast of Africa under their influence, to which the above-mentioned Arrangement applies, they will not be able to attain their object by a partial imposition of prohibitive duties.

In this Agreement it is also provided that any future changes in the Tariff of Customs should be made known by the local authorities four months before they come into force, the object being to give traders opportunities of protecting themselves from any loss by timely knowledge of the intended changes.

On this account the Imperial Government are of opinion that the first introduction of duties should be announced four months beforehand also, as such a measure touches the trading interests still nearer than the raising of already existing duties. They admit, however, that the contrary interpretation of the English Government is not in violation of the Agreement. It is a different matter when the existing duties are lowered, as every such remission is in the interests of the traders, and they do not require any time to prepare for the effects of lower duties, there would seem to be no necessity to delay putting it into operation until four months after its announcement.

With regard to the assertion of the British Government that the declaration that the Niger Company enjoys a monopoly is unfounded, because no differential duties are imposed, I am to point out that it is based on an erroneous idea of the causes of that monopoly.

According to the Imperial Government the Company enjoy a monopoly by the mere fact that they levy high import duties on foreign goods, while their own goods naturally enter free. To this must be added the obstacles which the officials of the Company place in the way of any one whose competition they fear, whether his nationality be English or not, thus abusing the rights conferred upon them by the Charter of the British Government. These experiences have caused the Liverpool Chamber of Commerce to express the opinion that the Niger Company possess "a virtual monopoly of the trade of the Niger district." The Imperial Government is still convinced that Her Britannic Majesty's Government will recognize the necessity of remedial measures when they acquire more accurate knowledge of the Company's method of administration, and will find means of according to German commerce in the Niger districts the same protection as it always finds where the British Government carry on the administration themselves, and which is stipulated for in the existing Treaties. They would be much obliged to Her Britannic Majesty's Government if they would take steps to abolish as quickly as possible the abuses which have been pointed out, and in part admitted.

I take, &c.

(Signed) L. PLESSSEN.

No. 129.

Admiralty to Foreign Office.—(Received September 24.)

Sir,

Admiralty, September 22, 1887.

I HAVE laid before my Lords Commissioners of the Admiralty your letter of the 17th instant, expressing the hope of the Secretary of State for Foreign Affairs that their Lordships may be able to reconsider their decision not to allow officers on the active lists of the Royal Navy to volunteer for service in a constabulary force which has been formed by the Royal Niger Company in Central Africa.

2. My Lords desire me to acquaint you, in reply, for the information of the Marquis of Salisbury, that, as stated in their letter of the 6th instant to the Company, the number of officers on the active list of the Royal Navy do not admit of the request being entertained; and my Lords therefore regret they are unable to reconsider their decision in this matter; but they have informed the Company that no doubt retired officers will be ready to volunteer for these appointments, provided that an adequate salary is offered by the Company.

I am, &c.

(Signed) EVAN MACGREGOR.

No. 130.

*Mr. Lander to the Marquis of Salisbury.—(Received September 24.)**Central Chambers, 17A, South Castle Street, Liverpool,**September 22, 1887.*

My Lord,

I HAVE just received the inclosed letter from a Sierra Leone British subject, with request that I would see it come safely into your Lordship's hands.

If your Lordship would only send out an independent Commission to investigate the state of affairs in the River Niger, the result would be an immediate cancelling of the Charter.

I refrain from saying more as your Lordship might think I speak from biased motives, but no doubt the accompanying letter, which is only one small cry out of many, will speak for itself.

I have, &c.

(Signed) JNO. LANDER.

Inclosure in No. 130.

W. N. Romaine to the Marquis of Salisbury.

My Lord,

Asaba, August 20, 1887.

MAY it please your Lordship in perusing the petitioner's second letter, your petitioner cannot manage to address his Lordship separately, except through some mercantile houses, for it is a well-known fact that letters are now and again opened in Akassa, when they are suspected, as his Lordship probably have seen the late Mr. J. C. Young's letter in the "African Times," how letters are opened and destroyed. My chief reason for addressing your Lordship this time is to inform his Lordship the things that the Representative of the Royal Niger Company are doing here.

Those whom the so-called authorities are for, they connive at their faults, slave-dealing is a thing that every one know is quite against the laws of all nations, I know of two. The Company really has the Charter, and on that strength they cloak their dark deeds out here, I mean most of the Representatives out here.

Messrs. Harper, Walters, Connelly, Joseph, and Morris, these five Europeans live in the house, and the three first named built a house just in the right, in entering the barracks, for their girls, Mr. Harper, who is called the Supreme Judicial Officer, concocts with his officers in harbouring native whores. How can such a man have the fear of God in him to do justice to the oppressed.

A man that curses and swears at nearly every word he uses, can that be a man to promote civilization in the wilds of the Niger? If the English Government would see into that would relieve the poor heathens greatly of their sufferings and oppressions,

for if the English Government would send out one of their confidants to go to each of these native Chiefs that have signed the Treaty, would exactly find that the Treaty was misinterpreted to them, and not every word fully explained, and giving them quantity of dashes, made the natives sign things that they do not know the meaning of. Then there were any amount of bribery done. The Charter would only spoil the name of the English Government in these heathen lands, for in passing their orders they say the Queen of England says such and such a thing, and at this the natives fear, inflicting fines whether right or wrong, using the Queen's name, would make the natives hold wrong opinion of Her Britannic Majesty's Government.

On the 9th instant Mr. Flint came here and saw the soldiers at drill, after he went round the yard and even went in the whore-house. The officers kept at their return to the barracks few minutes after the whores dressed up flashingly, and was going up stairs, then Mr. Connelly stopped them, perhaps on account of Mr. the Archdeacon Johnson being at breakfast with them.

There are many such like and worse things that are done in the Niger that will be unfolded; I am two years with the Company, and have been agent for them in their two principal stations, Onitsha and Atani, and now in custody at Asaba, I had ever been watching their doings.

My Lord, my last station, Atani, I had mostly as clerks people who had been deficient in stock in their former posts as agents, one called Frederick Ankrah, who was agent at Shonga, deficient of 190/., he was with me as book-keeper, and the store-keeper called John A. Braham was agent at and deficient of 28/. They were with me to serve their time to pay for their deficiency, and for sure these people would not mind giving me trouble as to get me in the same shoe like them, and my store-keeper, after making a long statement of me, was paid off. I not knowing that that was the game not till I was summoned and charges read, Mr. W. R. Taylor, the Diplomatic Agent, suborn people on me, and I have one instance, and there are many people who are deficient of the Company's goods that are serving their time to pay for it. I do not refuse to do the same. I was not asked even to do that, as I had told you in my former letter that I am hated by Mr. Flint in not criminating a Brass man that came through an English house, and said to me, "You have made a mess of your evidence." If my Lord likes to investigate this, will please say nothing to the Company what you are about, for bribery would then commence. Have nothing to do with the Company, you will then find out the oppression. Stop the very natives from having free intercourse with their fellows.

My Lord, your petitioner and his fellow, Mr. Abraham Bull, are suffering by the oppression of the Charter, how it is wrongly carried out. If Messrs. Macintosh and Sargent were here it would have been otherwise, for they are God-fearing people.

There are plenty things to come out yet, but your petitioner and sufferers will stop here and hear of his Lordship's proceedings on the Charter, as we are in custody cannot manage to write much. Your petitioner will always pray for his Lordship's health and prosperity in all undertakings, and ever remain, &c.

(Signed) W. NEAL ROMAINE.

No. 131.

Baron Plessen to the Marquis of Salisbury.—(Received September 24.)

(Translation.)

My Lord,

German Embassy, London, September 21, 1887.

WITH reference to the note which your Excellency had the goodness to address to me on the 3rd August on the subject of the Royal Niger Company, I am instructed by my Government to reply as follows.

The Imperial Government takes note with satisfaction of the fact that the Government of Her Britannic Majesty recognize the freedom of ships passing the territory of the Royal Niger Company from transit dues, as well as of their assertion that no such ship ought to be obliged to stop its course or pay any duties of any sort.

With respect to this point the Imperial Government hopes that the Company will be directed to act accordingly, and to insert a Regulation to that effect in their Order Book, in which hitherto no difference has been made between ships passing through and other ships. It would appear desirable that, at the same time, an exact

statement of the limits of the Company's territory be drawn up. The latter has not yet been in a position to do so, as the official Map of the British Protectorate, which was promised to the Imperial Ambassador in the middle of last April, has not yet been communicated.

The Imperial Government has pointed out that the import duties levied by the Company are immoderately high compared to the Tariffs existing in the British Colonies on the West Coast of Africa, and particularly in Lagos, while it is expressly stipulated in the Anglo-German arrangement of May-June 1885 that the duties should be calculated on as low a scale as possible.

The observation in your Excellency's note of the 3rd ultimo, that the English Government has to protect not only foreign but also British interests against oppressions on the part of the Company, is not calculated to dispel entirely the fears that the German commerce may be prejudiced, inasmuch as English traders have complained more emphatically of the trickery of the Niger Company than Germans. The Liverpool Chamber of Commerce even went so far, in a Resolution transmitted to the Government, as to ask that the Charter be cancelled, as it had been obtained under false pretences. My Government are aware that the taxes levied by the Company in the interior of the country are larger than those in the tracts nearer the coast. But this very system gives rise to well-founded complaints, because the Company has not yet been able to get a firm footing in the interior, and has not yet organized an Administration. Some Chieftains—for instance, King Malaki, of Bida, at Egga—levy now, as before, special dues from foreign traders, and on this point I shall have the honour to communicate to your Excellency further details in due time.

The Government of Her Britannic Majesty have declared their intention of watching the Company's method of carrying on business for some time to come, in order to form an opinion as to how far changes should be introduced later. However, the time that has already elapsed must have proved sufficiently that concurrent interests of other traders cannot exist side by side with those of the Company under their present system of administration. Several business houses which had been established at Egga have had to break up their Settlements there, as, for instance, the Brazilian merchant Santana and the English firm Hutton and Osborne, from Lagos.

The Government of Her Britannic Majesty cannot intend to wait for the time when German commerce will be altogether driven out of those countries. Already German merchants have declared that they cannot stand against the difficulties which are placed in their way by the Company. A complaint which has just been received from the German firm of Hoenigsberg, of Lagos, who apparently without any reason were forbidden to transport their goods on canoes to Egga, I have been instructed to make the subject of a special remonstrance.

Your Excellency observes, in your note of the 3rd August, with regard to the commerce in arms, powder, and spirits, that there exist no transit dues for these articles, but that the Government of Her Britannic Majesty would be entirely within their rights in regulating the traffic in such commodities as it appeared to them best in the interests of civilization.

According to the opinion of my Government, the provisions of the Anglo-German Agreement of May-June 1885 are binding for these articles also. If the British Government desire, in the interests of civilization, a further restriction in the liquor traffic within the regions of the West Coast of Africa under their influence to which the above-mentioned arrangement applies, they will not be able to attain their object by a partial imposition of prohibitive duties, in violation of the provisions of the latter Agreement.

In this Agreement it is also provided that any future changes in the Tariff of Customs should be made known by the local authorities four months before they come into force, the object being to give traders opportunities of protecting themselves from any loss by timely knowledge of the intended changes.

On this account the Imperial Government are of opinion that the first introduction of duties should be announced four months beforehand also, as such a measure touches the trading interests still nearer than the raising of already existing duties. They admit, however, that the contrary interpretation of the English Government is not in violation of the Agreement. It is a different matter when the existing duties are lowered. As every such remission is in the interests of the traders, and they do not require any time to prepare for the effects of lower duties, there would seem to be no necessity to delay putting it into operation until four months after its announcement.

With regard to the assertion of the British Government that the declaration that the Niger Company enjoys a monopoly is unfounded, because no differential duties are imposed, I am to point out that it is based on an erroneous idea of the causes of that monopoly.

According to the opinion of the Imperial Government, the Company enjoy a monopoly by the mere fact that they levy high import duties on foreign goods, while their own goods naturally enter free. To this must be added the obstacles which the officials of the Company place in the way of any one whose competition they fear, whether his nationality be English or not, thus abusing the rights conferred upon them by the Charter of the British Government. These experiences have caused the Liverpool Chamber of Commerce to express the opinion that the Niger Company possess "a virtual monopoly of the trade of the Niger district." The Imperial Government is still convinced that Her Britannic Majesty's Government will recognize the necessity of remedial measures when they acquire more accurate knowledge of the Company's method of administration, and will find means of according to German commerce in the Niger districts the same protection as it always finds where the British Government carry on the administration themselves, and which is stipulated for in the existing Treaties. They would be much obliged to Her Britannic Majesty's Government if they would take steps to abolish as quickly as possible the abuses which have been pointed out and in part admitted.

I take, &c.
(Signed) L. PLESSSEN.

No. 132.

Memorandum regarding the Claim for Compensation made by Messrs. F. Hoenigsberg and Son, of Lagos and Egga, on the Royal Niger Company, for the Detention of a Cargo of Salt intended for Egga.—(Communicated to the Marquis of Salisbury by Baron Plessen, September 26, 1887.)

(Translation.)

IN July last Messrs. Hoenigsberg and Son, of Lagos and Egga (on the Upper Niger), chartered the steamer "Warri," belonging to Messrs. Hatton and Cookson, of Brass, to take a cargo of salt to Egga. On the 16th July M. Hoenigsberg took the steamer to Akassa, and there received permission on the part of the Niger Company to use the steamer to take 340 casks of salt to Egga, on condition that duty should be paid and the cargo searched at Sabogria, the Company's nearest Customs port. M. Hoenigsberg paid the duty at Akassa, and put the salt on board two large canoes, which the steamer took in tow; he left Brass on the 21st July, and reached Sabogria on the 24th July. Thomas Joan Mangan, the Company's Customs officer at that port, found the cargo in order, but stated that he was instructed by Mr. Joseph Flint, the Company's Senior Executive Officer, to detain both the steamer and the canoes. A steamer belonging to a Mr. Sweanson, the "Benué," which came in at the same time towing an iron lighter, was allowed to proceed; on asking why he was not allowed to do so, M. Hoenigsberg was told by the Customs officer that none but iron boats were allowed to be towed. Notwithstanding all his protests, M. Hoenigsberg was obliged to return, after the Customs officer had given him a permit for the journey to Akassa. Here he renewed his protests to the above-mentioned Mr. Joseph Flint, who told him he ought to have put the salt on board the steamer, and not on board the canoes; but this could not have been done, on account of the small capacity of the former, as she was of 7 tons register only.

Mr. Flint then said he was ready to give permission for the journey to Egga, but M. Hoenigsberg refused it, because he feared the Company would seek for other excuses to prevent his getting to Egga, and thus cause him further losses; he asked permission to abandon his cargo at Akassa; this was also refused, so that he was obliged to take it on to Brass.

The correspondence which took place between Messrs. Hoenigsberg and the officials of the Niger Company in reference to this matter is herewith transmitted in copy.

Messrs. Hoenigsberg suffered considerable loss by being refused permission to go to Egga, not only through the loss of their goods, which became unsalable through the loss of the cost of freight undertaken with no result, &c., but also through their having

been prevented from letting their house at Egga have the goods they wanted, and from bringing down to Brass the goods at Egga, which will in part have been spoilt.

Messrs. Hoenigsberg have claimed compensation from the Niger Company, but without as yet having obtained it.

Their claim should be admitted, as the refusal to let them go to Egga does not appear justified. Moreover, the Company had published no prohibition against the towing of canoes on the Niger; this is shown by what is said in Annex 3 by Mr. Mangan, the Customs officer at Sabogria. Such a prohibition cannot be reconciled with the provisions of the Niger Navigation Act, which authorizes the Company to maintain the police of the river, but not to make regulations which needlessly obstruct the free navigation of the river by trading ships.

Further details are reserved of the loss sustained by Messrs. Hoenigsberg.

Inclosure in No. 132.

Correspondence between Messrs. Hoenigsberg and Son and the Officials of the Royal Niger Company.

Gentlemen,

Akassa, July 16, 1887.

IN granting you to-day a permit for Egga with liberty to leave from Brass through the creek into the Niger instead of proceeding direct from this port of clearance, we wish to draw your attention to its purely provisional character, and that we in no sense bind ourselves to continue the arrangement either in your or anybody else's favour.

It is distinctly understood that you call at Sabogria, our first nearest Customs port to the point at which you enter the Niger Territory for examination of your cargo and papers.

Yours, &c.

(For the Royal Niger Company, Chartered and Limited),
(Signed) F. RUSSELL.

Messrs. Hoenigsberg and Son, Lagos.

I hereby certify that this is a true copy of original.

(Signed) A. A. WHITEHOUSE, *Chairman,*
Chamber of Commerce, Brass.

THE ROYAL NIGER COMPANY (CHARTERED AND LIMITED).

Customs Permit, Niger Territories.

Akassa, July 16, 1887.

This is to certify that J. Hoenigsberg has this day paid duties on the undernoted goods shipped per "Warri" launch for Egga.

Permission is hereby granted to land the said goods at that or any intermediate port of entry. Shipper to call at Sabogria for examination of his cargo.

(Signed) FRANK RUSSELL, *Customs Officer.*

Particulars of Cargo.

340 bags of salt, 100 lbs. one: total, 340 packages.

(Signed) FRANK RUSSELL, *Customs Officer.*

I hereby certify that this is a true copy of original.

(Signed) A. A. WHITEHOUSE, *Chairman,*
Chamber of Commerce, Brass.

August 2, 1887.

The Customs officer who signs must draw a line from the last entry to his signature so as to leave no gap.

Sir,

Sabogria, July 24, 1887.

I just receive your document notifying me not to be permitted to proceed on my voyage to Egga in my steam-launch "Warri," towing two barges or canoes with 340 bags of salt, in spite of my permit from the principal office of the Company at Akassa, having paid my full duty on the same. You will please show me any law of the Royal Niger Company at Akassa, published, whether there is any such prohibition of towing two lighters or more containing goods, and as it is in the nature of small powerful steam-launches like the "Warri," which can only hold fuel and stores, to tow barges or on default canoes, which is customary in all rivers of the world. You can easily imagine how detrimental it is to my interests to be stopped on my voyage, and in order to form my protest against this proceeding, which is in every way illegal, you will please examine my cargo, for which this is the proper point in order to return to Akassa to extend my protest and claim all damages.

Awaiting your reply, I remain, &c.

(Signed) J. HOENIGSBERG.

To Thomas Joan Mangan, Esq., Custom-house Officer of the Royal Niger Company
(Chartered and Limited).

I hereby certify the signature:

(Signed) A. A. WHITEHOUSE.

Memorandum from Customs Officer at Sabogria.

July 24, 1887.

In reply to your letter of this date, I cannot point you out the law under which I act in refusing to let you pass. I act under instructions from Mr. Flint, Principal Executive Officer of this Company, to whom I beg to refer you. I have found your cargo in accordance with your permit.

(Signed) T. J. MANGAN, *Customs Officer.*

To J. Hoenigsberg, Esq., Steam-launch "Warri."

August 2, 1887.

I hereby certify that this is a true copy of original.

(Signed) A. A. WHITEHOUSE, *Chairman,*
Court of Commerce, Brass.

Memorandum from Customs Officer at Sabogria.

July 24, 1887.

I, the undersigned Thomas Joan Mangan, Customs officer, in the service of the Royal Niger Company (Chartered and Limited), acting on behalf of the said Company, hereby notify to you, J. Hoenigsberg, that I cannot permit you to pass this station with your salt in canoes towed by steam-launch "Warri," as the Company do not permit cargo to be towed in canoes. I further beg to notify that in the event of your proceeding you will do so at your risk and peril.

(Signed) T. J. MANGAN.

To J. Hoenigsberg, Esq., Steam-launch, "Warri."

August 2, 1887.

I hereby certify that this is a true copy of original.

(Signed) A. A. WHITEHOUSE, *Chairman,*
Court of Commerce, Brass.

Protest.

I, Julius Hoenigsberg, senior partner of the firm Hoenigsberg and Son, at Egga, Upper Niger, citizen of the German Empire, having arrived this morning 8.12 A.M. at this place called Sabogria, first station of the Royal Niger Company for examination of goods prior to proceeding to Egga, Upper Niger, with my steam-launch "Warri," towing two lighters or canoes containing both 340 bags of salt, have been notified by Mr. Thomas Joan Mangan, Custom-house officer, on presenting my permit

from the principal office at Akassa dated 16th July, wherein the duty on same was duly paid, that I am not permitted to proceed on my voyage only at my peril and risk, as his instructions from the Senior Officer at Akassa, Mr. Joseph Flint, are to the effect not to allow any canoes to be towed up in steam-launches.

At my request to Mr. Thomas Joan Mangan to show me any law of the Royal Niger Company which prohibits me to carry my cargo in any way I choose after having performed all necessary formalities in paying duties at Akassa and getting full permission to proceed, he replied in writing that to his best knowledge he knew of no such law, but acts only on instructions of the Senior Officer at Akassa, Mr. Joseph Flint.

Now, whereas this high-handed, illegal, and unlawful proceeding on the part of the Royal Niger Company to stop me on a highway like the River Niger for towing my goods up to their destination, when towage is customary in all rivers of the world, causes me an immense damage to my interests, not being able to bring the goods to market, preventing me to visit and give an impulse to my business at Egga, preventing me to bring down a large quantity of produce lying at Egga, some of perishable nature, and others I have contracted for, in consequence of which hurting my credit, losing the markets, as well as losing a considerable sum by returning from here to Brass in hire of the steam-launch and canoes, wages of crew and labourers, outfit in provisions and fuel, and maintaining the same, all these direct and indirect damages I calculate and claim from the Royal Niger Company (Chartered and Limited) the sum of 5,000*l.*, as my business arrangements are entirely upset.

I come therefore herewith to protest most solemnly against this wanton, illegal, and unlawful act, having suffered on other occasions at their hands, and shall apply to the proper authorities and to my Government for redress in case you refuse my just and equitable claim. I shall extend this protest more at large when in Akassa, handing to the Royal Niger Company a copy of this protest.

Done at Sabogria the 24th day of July, 1887.

(Signed)

W. J. HOENIGSBERG.

Dear Sir,

You will please acknowledge the receipt of the above protest lodged with you to-day.

Yours, &c.

(Signed)

J. HOENIGSBERG.

To Mr. Thomas Joan Mangan, Custom-house Officer, Sabogria.

I hereby certify foregoing is an exact copy of protest and claim delivered to me this day—three sheets.

(Signed)

T. J. MANGAN, *Officer of Customs.*

Sabogria, July 21, 1887.

Dear Sir,

Akassa, July 26, 1887.

Having received no answer to my respect to you of this day asking for acclamation of the serious occurrence at Sabogria, your first Custom-house station on the River Niger, your officer preventing me to proceed up river to my destination in my steam-launch "Warri," towing 340 bags of salt in two native canoes, in spite of my permit from you here, having paid duty on same, proves that there exists no law preventing from towing native canoes, and was an illegal action. I therefore hand you hereby a copy of my protest lodged into the hands of your mentioned officer, which I shall extend more amply, seeing that the damages suffering by not being allowed to proceed are much larger than therein specified. At the same time I subjoin a literal copy of the intimation of your officer, which runs thus:—

"I, the undersigned Thomas Joan Mangan, Customs officer in the service of the Royal Niger Company (Chartered and Limited), on behalf of the said Company hereby notify to you, J. Hoenigsberg, that I cannot permit you to pass this station with your salt in canoes towed by steam-launch 'Warri,' as the Company do not permit cargo to be towed in canoes. I further beg to notify that, in the event your proceeding, you will do so at your risk and peril.

(Signed)

"F. J. MANGAN."

This intimation so clear and precise will prove you that you excluded in absolute native canoes from being towed by steam-launch, against which there exists no law nor regulation, and in consequence of which I hold you responsible for the losses and damages I suffer from the arbitrary act not allow me to proceed up river to my destination to attend to my business, without anything further.

I remain, &c.

(Signed) J. HOENIGSBERG.

Joseph Flint, Esq., Executive Officer of the Royal Niger Company (Chartered and Limited).

Dear Sir,

Akassa, July 26, 1887.

I beg herewith to inform you that arriving on the 24th instant, in the steam-launch "Warri," at Sabogria, your first Custom-house port on the River Niger for revision of cargo, I was boarded by your Custom-house officer, presented him my permit. The same revising my cargo which was found correct, some time later I received a written intimation that, in accordance with his instruction from you, he cannot allow me to proceed further on my voyage, and in trying to do so I would do it at my own risk and peril.

Immediately after this notification, the steam-launch "Benué" with Mr. Sweanson, who chartered her, came in with a lighter in tow, was also boarded, her cargo examined, and proceeded up river. On applying to said Custom-house officer for the reason why I could not proceed, he notified me that his instructions were to the effect that only iron barges and lighters were allowed in steam-launches to be towed, and my launch having two native barges or canoes in tow was the reason that I could not proceed. All remonstrances proving of no avail, I initiated several proceedings for the protection of my interest, which can only be completed and carried into effect here. I obtained from said officer a permit to proceed to this place, where I arrived last night in my launch. After thus detailed and true statement, I beg to call your attention most seriously upon the such unwarrantable occurrence that for the futile motive that my two native canoes or barges in tow of my steam-launch being of wood instead of iron my voyage is stopped on the highway of the River Niger, my commercial combination to reach, as soon as possible, my establishment at Egga frustrated, which causes me very heavy losses. Finally, I beg to observe that, applying to your Custom-house officer to inform me whether he could show me any law making such a distinction between iron barges and lighters and wooden native canoes or barges for prohibition of the latter for towing purposes, he told me he had none to show, but was only acting upon his instruction from his superior. In placing this case before you, I beg of you to give it at your earliest convenience, your serious attention, and wanting your reply, I remain, &c.

(Signed) J. HOENIGSBERG.

Joseph Flint, Esq., Senior Executive Officer of the Royal Niger Company (Chartered and Limited).

Sir,

Akassa, July 27, 1887.

I beg to own receipt of your letter of yesterday date, containing only the acknowledgment of my two respects to you of same date, inclosing you therein copy of my protest handed to your Custom-house officer at Sabogria, for stopping my voyage in the steam-launch "Warri" with 340 bags salt in two canoes or barges in tow. I now hand you my extended protest, wherein you will perceive that I claim also the value of the 340 bags of salt for loss of market, and as you have positively declared to me not to receive them here in abandonment, I am obliged to carry them back to Brass to be stowed away there. I charge the salt at market price at Egga, being the price your Company sell at 11. per bag. I further claim all my expenses of the voyage up and down freight at 101. per ton, your general rule. Expecting the acknowledge of this letter, I remain, &c.

Joseph Flint, Esq., Senior Executive Officer of the Royal Niger Company (Chartered and Limited).

Sir,

Akassa, July 26, 1887.

I have the honour to acknowledge receipt of your various communications.

I remain, &c.

(Signed) JOSEPH FLINT,
Senior Executive Officer, Niger Territories.

M. Julius Hoenigsberg.

Extended Protest.

I, Julius Hoenigsberg, partner of the mercantile house Hoenigsberg and Son, Egga, citizen of the German Empire, having arrived here from Sabogria the 25th instant at 9 p.m., for reasons that I was prevented by the Customs officer at mentioned place to proceed with my steam-launch "Warri" with 340 bags of salt in tow of two native canoes or barges to my destination, I do hereby further claim, beside 5,000*l.* mentioned in my former protest, for disturbing me in giving the necessary impulse to my establishment at Egga, preventing bringing down my there stored-away produce, of which a part perishable, beside upsetting all my various business combinations and endangering my mercantile position, do hereby further claim the value of—

	£	s.	d.
340 bags of salt, at market value at Egga, 1 <i>l.</i> per bag	340	0	0
Hire of steam-launch, as per contract with Messrs. Hutton and Cookson, 100 <i>l.</i> per month	100	0	0
Fuel up to my return to Brass, 4 tons	8	0	0
Hire of two native canoes, 6 <i>l.</i> and 6 <i>l.</i> 10 <i>s.</i>	12	10	0
Wage of engineer, per month	10	0	0
Labourers on board the canoe, seven, at 30 <i>s.</i> per month	10	10	0
Provisions for crew and labourers	10	0	0
Return freight of 30 tons between canoes and launch, 10 <i>l.</i> per ton (rate of the Company)	300	0	0
	791	0	0

which, to my best knowledge, I do lose by prevention of not having been allowed to proceed to my destination. Mr. Joseph Flint having positively declared not to receive the 340 bags of salt abandonment, I shall carry them to Brass to be stored away there.

Done at Akassa, the 27th day of July, 1887.

(Signed) J. HOENIGSBERG

(Senior partner of the firm of Hoenigsberg and Son, Egga, and German Citizen).

I hereby certify the signature:

(Signed) A. A. WHITEHOUSE, *Chairman,*
Court of Commerce, Brass.

Sir,

Akassa, July 27, 1887.

I have the honour to acknowledge receipt of your communication of this date.

I remain, &c.

(Signed) JOSEPH FLINT,
Senior Executive Officer, Niger Territories.

M. J. Hoenigsberg.

No. 133.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, September 28, 1887.

WITH reference to the letter from this Office of the 17th instant, I am directed by the Marquis of Salisbury to inform you that the Lords Commissioners of the Admiralty have expressed their regret that as the numbers of officers on the active list of the Royal Navy do not admit of the request being entertained, they are unable to reconsider their decision in the matter. Their Lordships add that they have informed you that no doubt retired officers will be ready to volunteer for these appointments, provided that an adequate salary is offered by your Company.

I am, &c.

(Signed) P. CURRIE.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, September 29, 1887.

I AM directed by the Marquis of Salisbury to transmit to you, for any remarks you may wish to offer, a letter from Messrs. Lander and Co., of Liverpool,* and its inclosure, complaining of the proceedings of the Company's officers.

I am to request that the inclosed papers may be returned with your reply.

I am, &c.

(Signed) P. CURRIE.

Royal Niger Company to Foreign Office.—(Received September 30.)

Sir,

The Outer Temple, Strand, London, September 29, 1887.

I HAVE the honour to acknowledge receipt of your letter of yesterday's date, relative to the application of the Company that two or three young naval officers desirous of serving in the Niger Constabulary should not be precluded from returning to active service, under certain conditions.

The Council desire to express their gratitude to the Marquis of Salisbury for his assistance in this matter, and only regret that the Lords Commissioners of the Admiralty are unable to accede to the request. Their suggestion that retired officers would be ready to volunteer is unfortunately of no use to the Council, who are overwhelmed with applications from such gentlemen over 35 years of age, but all of whom require superior positions, of which there are a very limited number, and none of whom would like to serve in subaltern positions under young officers of 25 years of age.

I am, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Royal Niger Company to the Marquis of Salisbury.—(Received October 6.)

My Lord,

The Outer Temple, Strand, London, October 4, 1887.

I HAVE the honour, on behalf of the Council of the Company, to acknowledge receipt of Sir Philip Currie's letter of the 29th ultimo, inclosing one addressed to your Lordship by the negro, W. Neal Romaine, now undergoing sentence in the Niger Territories for embezzlement. This letter, together with that covering it from a Liverpool merchant, I now have the honour to return with the desired remarks.

The rambling and incoherent character of Romaine's letter renders the task somewhat difficult, but careful analysis shows that it contains only one definite statement or charge against the officers of the Company, the remainder of the letter consisting of declamations and insinuations of a vague and general character.

The one and only definite charge of "dark deeds" amounts to this—that three officers in a malarious region, where European wives could not live, have each married a native woman according to the customs of the country; that the three wives, for motives of economy or for the sake of society, combined their house-keeping; finally, that (at any rate on one occasion) they "dressed up flashingly."

In the first place, the Council are unaware whether Romaine's statements are true. They are especially unwilling to accept him as a witness in such a delicate matter, as, during his trial for embezzlement, it was incidentally given in evidence, and not rebutted, that he was a polygamist, having six or eight native wives, of whom two—monstrous and incredible as it may appear—were under 7 years of age, corresponding, perhaps, to 10 or 12 years in England. Moreover, the gross manner in which he speaks of the alleged native wives of the officers as "whores," and their home as a "whore-house," while natural from a semi-educated man, smarting under a criminal conviction, proves that his frame of mind is not such as to make him a reliable witness.

* No. 130.

In the second place, assuming that the statements are correct, the Council find themselves confronted with difficult ethical questions on which they possibly might not even agree among themselves, and for the solution of which they would ask for the assistance and advice of Her Majesty's Government.

1. Ought the Council to insist, when engaging officials—who, to live in that climate, must be of vigorous temperament and in the early prime of life—that they should contract to live for years in a state of celibacy?

2. How could the Council determine whether the officials so engaged were physically capable of keeping such a contract in a tropical climate?

3. How, without extreme inquisitorial methods and a Japanese system of espionage, could the Council insure that such contracts remained unbroken? “*Ipsos custodes quis custodist?*”

4. Would not such a system lead to the introduction and spread of prostitution among the natives?

The only rule that the Council have as yet followed has been that no public scandal shall be allowed. Their Acting Agent-General, in whom they have full confidence, would certainly bring any such matter to their notice, and they would at once investigate it.

To one concluding remark I would venture to draw your Lordship's special attention. Here is a man who has been convicted most justly of embezzlement. He does not deny his offence, but states that other negro agents have done the same, and that he would have been willing to repay the amount out of his future salary. Smarting under conviction, he (as shown by the coarseness of his epithets) rakes up the most damaging statements that he can against the Company's officials. He says that he “had ever been watching their doings” during the years that he was a trusted agent.

Yet the only specific charge of “dark deeds” that he can adduce is that given above.

The Council could not desire more conclusive evidence of the satisfactory manner in which the Charter is working, nor of the admirable character of the large staff of officials who are carrying on, under exceptional difficulties, a unique and important work in Central Africa.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

No. 137.

The Marquis of Salisbury to Baron Plessen.

M. le Chargé d'Affaires,

Foreign Office, October 8, 1887.

I HAVE the honour to inform you, with reference to the *pro-memorid* which you left with Sir Julian Pauncefoot on the 26th ultimo, that I am in communication with the Royal Niger Company respecting Messrs. Hoenigsberg's complaints, and that on receiving their explanations, I shall have the honour of addressing you again on the subject.

I have, &c.

(Signed) SALISBURY.

No. 138.

Foreign Office to Royal Niger Company.

My Lord,

Foreign Office, October 8, 1887.

I AM directed by the Marquis of Salisbury to transmit herewith a copy of a communication made to this Office by Baron von Plessen, the German Chargé d'Affaires,* containing a claim advanced by Messrs. Hoenigsberg for compensation for losses alleged to have been caused them by the action of employés of the Royal Niger Company; and I am to request your Lordship to cause Lord Salisbury to be furnished with any explanations the Company may have to offer for communication to the German Government.

I am, &c.

(Signed) P. CURRIE.

* No. 131.

No. 139.

Royal Niger Company to the Marquis of Salisbury.—(Received October 13.)

My Lord,

The Outer Temple, Strand, October 12, 1887.

I AM directed by Lord Aberdare to acknowledge the receipt of Sir P. W. Currie's letter of the 8th instant, and to inform your Lordship that the matter is receiving the attention of the Governor and Council of this Company.

I have, &c.

(Signed) HENRY MORLEY, *Secretary.*

No. 140.

Colonial Office to Foreign Office.—(Received October 13.)

Sir,

Downing Street, October 12, 1887.

I AM directed by the Secretary of State for the Colonies to request you to lay before the Marquis of Salisbury, with reference to Mr. Bramston's letter of the 20th ultimo, the inclosed copy of a despatch from the Governor of Lagos on the subject of the suggestion that an International Agreement should be negotiated to regulate the importation of spirituous liquors into Africa.

I am, &c.

(Signed) ROBERT G. W. HERBERT.

Inclosure 1 in No. 140.

Governor Moloney to Sir H. Holland.

(Confidential.)

Sir,

Government House, Lagos, August 30, 1887.

I HAVE had the honour to receive, on the 28th ultimo, your Confidential despatch of the 27th June last, covering an extract from a letter of the Foreign Office respecting a suggestion of the Royal Niger Company for an International Agreement for the imposition of a high uniform duty on the importation of spirituous liquors on the West Coast of Africa, with a heavy licence duty for selling them.

2. While such a course as is proposed would seem in accordance with the provisions of the International Conference of Berlin, the subject of the evils to the natives of an unrestricted supply was then submitted, to our credit, by Her Majesty's Government for consideration.

3. I may here append a translation of the appeal made in 1886 by Maliki, the Emir of Nupe, through Bishop Crowther of the Niger (a negro) to the Queen to use her influence against the liquor traffic on the West Coast of Africa.

4. While I do not wish to imply that such representations as have now come from the Niger Company have been consequent on Maliki's appeal, it may be fairly inferred that it has had some connection therewith.

5. I am, at the same time, aware that the Upper Niger may be viewed as Mahommedan, while the lower is peopled by heathens. Abstainers and non-abstainers are supposed to be personified on this coast in the Mahommedan and heathen element, represented in this Colony as per margin at the Census of 1881.*

6. The success of the measure proposed must, it would seem to me, depend first on complete international occupation of the coast-line between Senegambia and the Cameroons; and next, on, if not a full, at least fair measure of Customs control along such beach-line, more particularly at its breaks represented by the mouths of rivers. Such conditions for success do not exist; and, without, if any attempt be made to realize the proposal of the Niger Company, our West African Colonies will, in my opinion, in a revnual sense, be the sufferers.

7. Given these two conditions, the Customs revenue of this Colony would be, without question, considerably benefited, and the philanthropy of the Royal Niger Company gratified.

8. But, as against the first condition of success I have ventured to mention, I noticed in the "Times" of the 1st July last, in answer to a question from Mr. W. F.

* Estimated Mahommedans, 12,023; heathens, 52,858.

Lawrence, the reply of the Under-Secretary of State for Foreign Affairs was to the effect that Her Majesty's Government do not propose to remove the administration of any part of the main stream of the Niger (viz., the Nun, with Akassa, its port of entry) from the Niger Company. Between such a line of jurisdiction and this Colony lie no less than six mouths, as per margin,* of the Niger, unoccupied in a Governmental sense, and uncontrolled as regards imports. There are also parts of the coast-line in question where, nominally under some European protection, no administrative or Customs control is exercised, while other portions are in the occupation of the aborigines.

9. As regards this Colony, the main safeguard to its Customs receipts, on which the cost of the administration must largely depend, has been the lowness of its Tariff, which, as compared with the Gold Coast Colony and Niger Territories, stands as per Return appended.

10. The principle put forth, though not for the first time, by the Royal Niger Company, is a grand one, but whether the time has arrived for its realization is another question.

I have, &c.
(Signed) ALFRED MOLONEY.

Inclosure 2 in No. 140.

The Emir of Nupe to the Rev. C. Paul.

[No date.]

SALUTE Crowther, the great Christian minister. After salutation, please tell him he is a father to us in this land; anything he sees will injure us in all this land, he would not like it. This we know perfectly well.

The matter about which I am speaking with my mouth, write it; it is as if it is done by my hand; it is not a long matter, it is about "barasá" (rum or gin). "Barasá, barasá, barasá," by God, it has ruined our country; it has ruined our people very much; it has made our people become mad. I have given a law that no one dares buy or sell it; and any one who is found selling it, his house is to be eaten up (plundered); any one found drunk will be killed. I have told all the Christian traders that I agree to everything for trade except "barasá."

I have told Mr. McIntosh's people to-day the "barasá" remaining with them must be returned down the river. Tell Crowther, the great Christian minister, that he is our father.

I beg you, Malam Kipo (Rev. C. Paul, native missionary), don't forget this writing; because we all beg that he (Bishop Crowther) should beg the great priests (Committee, Church Missionary Society) that they should beg the English Queen to prevent bringing "barasá" into this land.

For God and the Prophet's sake, for God and the Prophet his messenger's sake, he (Crowther) must help us in this matter, that of "barasá." We all have confidence in him; he must not leave our country to become spoiled by "barasá." Tell him, may God bless him in his work. This is the mouthword from Maliki, the Emir of Nupe.

* 1. Benin River; 2. Escados River; 3. Forcados River; 4. Dodo River; 5. Pennington River; 6. Middleton River.

Inclosure 3 in No. 140.

[101]

Articles.	Gold Coast.									Lagos.				Niger Territories.		
	Axim to Adah.			Quitta District.												
	English Currency.	German Currency.	French Currency.	English Currency.	German Currency.	French Currency.	English Currency.	German Currency.	French Currency.	Transit Duties on Goods exported to Porto Novo.	Transit Duties on Goods exported to parts beyond the Sea.	Drawback on Duty-paid Goods exported to Porto Novo.	Drawback on Duty-paid Goods exported to parts beyond the Sea.	English Currency.	German Currency.	French Currency.
Gin, per case (8 litres, or 1 gall. 3-048 qts. Imperial measure, 2-4 gall. old wine measure)...	£ s. d.	M. pf.	Fr. c.	£ s. d.	M. pf.	Fr. c.	£ s. d.	M. pf.	Fr. c.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	M. pf.	Fr. c.
40 per cent. ...	0 5 0	5 00	6 00	0 2 5	3 41	2 90	0 0 104	0 85	1 08	0 14 per gall.	0 14 per gall.	0 44 per gall.	0 44 per gall.	0 3 6	3 50	4 20
60 " ...	0 7 0	7 50	9 00	0 3 2	3 10	3 80	0 1 0	1 00	1 20					0 3 6	3 50	4 20
80 " ...	0 7 6	7 60	9 00	0 4 3	4 25	5 10	0 1 0	1 00	1 20					0 3 6	3 50	4 20
Rum, per litre (or 0-880 qts. Imperial measure, 1-000 qts. old wine measure)...	0 0 6	0 50	0 60	0 0 3-42	0 28	0 35	0 0 1-5	0 12-5	0 15	0 14 " "	0 14 " "	0 44 " "	0 44 " "	0 0 5-2	0 43-3	0 52
60 " ...	0 0 6	0 75	0 90	0 0 4-420	0 30-5	0 45	0 0 1-425	0 12-6	0 15-5					0 0 5-2	0 43-3	0 52
80 " ...	0 0 10	0 84	1 00	0 0 6-170	0 50	0 60	0 0 1-75	0 14-5	0 17-5	1 0 per barl.	0 8 per barl.	1 0 per barl.	1 4 per barl.	0 0 5-2	0 43-3	0 52
Cumulative, 100 lbs. ...	2 10 0	50 00	62 50	2 10 0	50 00	62 50	0 2 0	2 00	2 40	0 0 per lb.	0 0 per lb.	0 0 per lb.	0 0 per lb.	100 per cent. ad val.	2,000 00	2,500 00
Tobacco, per kilogram, or 2 lbs. 8-25 oz. ...	0 1 1	1 08	1 30	0 1 1	1 08	1 30	0 0 4-25	0 35	0 42-5	0 04 per lb.	0 04 per lb.	0 14 per lb.	0 14 per lb.	0 1 1	1 08	1 30
War materials—																
Rifles, each ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 each	0 4 each	0 6 each	0 6 each	100 per cent. ad val.	2,000 00	2,500 00
" muzzle-loading ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 6 " "	"	"	"
" breech-loading ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 6 " "	"	"	"
Breech-loading guns ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 6 " "	"	"	"
Perussion guns ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 6 " "	"	"	"
Trade rifle-jacks, each ...	0 2 0	2 00	2 40	0 2 0	2 00	2 40	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 6 " "	"	"	"
Brass, per gallon ...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 6 per gall.	0 4 per gall.	0 6 per gall.	0 6 per gall.	0 2 0	2 00	2 40
Whiskey, per gallon ...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 8 " "	0 2 " "	0 3 " "	0 4 " "	0 2 0	2 00	2 40
Absinthe, per gallon ...	0 3 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 8 " "	0 2 0	2 00	2 40
Wines, except claret, per gallon...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 8 " "	2 per cent. ad val.	40 00	50 00
Cordials, per gallon ...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 8 " "	10 per cent. ad val.	200 00	250 00
Claret, per gallon ...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 1 0	1 00	1 20	0 6 " "	0 4 " "	0 6 " "	0 8 " "	O. L.	"	"
Ale, porter, and malt liquors, per gallon	0 0 6	0 50	0 60	0 0 6	0 50	0 60	0 0 44	0 37-5	0 45	0 14 " "	0 14 " "	0 24 " "	0 3 " "	"	"	"
Cider, per gallon ...	0 2 6	2 50	3 00	0 2 6	2 50	3 00	0 0 44	0 37-5	0 45	0 24 " "	0 14 " "	0 24 " "	0 3 " "	"	"	"
Kerosene oil, per gallon ...	4 per cent. ad val.	80 00	100 00	4 per cent. ad val.	80 00	100 00	4 per cent. ad val.	80 00	100 00	4 of full duty	4 of full duty	4 of full duty	4 of full duty	"	"	"
Cigars, per lb. (100), and tobacco, manufactured ...	0 0 6	0 50	0 60	0 0 6	0 50	0 60	0 0 6	0 50	0 60	0 3 per lb.	0 2 per lb.	0 3 per lb.	0 4 per lb.	0 0 6	0 50	0 60
Cowries, per cwt. ...	4 per cent. ad val.	80 00	100 00	4 per cent. ad val.	80 00	100 00	0 1 0	1 00	1 20	0 6 per cwt.	0 4 per cwt.	0 6 per cwt.	0 8 per cwt.	2 per cent. ad val.	40 00	50 00
Pistols and revolvers, each ...	"	"	"	"	"	"	0 0 6	0 50	0 60	0 3 each	0 2 each	0 3 each	0 4 each	10 per cent. ad val.	200 00	250 00
														100 per cent. ad val.	2,000 00	2,500 00

N.B.—Gold Coast ... Old wine gallon.
Lagos and Niger ... Imperial disto.
B. L. ... Below Lokpa.
O. L. ... Above Lokpa.

8 B

Articles.	Gold Coast.						Lagos.												Niger Territories.		
	Axim to Adilah.			Quintah District.																	
	English Currency.	German Currency.	French Currency.	English Currency.	German Currency.	French Currency.	English Currency.	German Currency.	French Currency.	Transit Duties on Goods exported to Porto Novo.	Transit Duties on Goods exported to parts beyond the Sea.	Drawback on Duty-paid Goods exported to Porto Novo.	Drawback on Duty-paid Goods exported to parts beyond the Sea.	English Currency.	German Currency.	French Currency.					
£ s. d.	M. pf.	Fr. c.	£ s. d.	M. pf.	Fr. c.	£ s. d.	M. pf.	Fr. c.	s. d.	s. d.	s. d.	s. d.	s. d.	£ s. d.	M. pf.	Fr. c.					
Cartridges, ball, per 100	...	...	...	...	...	...	4 per cent. ad val.	80 00	100 00	100 00	100 00	100 00	100 00	100 00	10 per cent. ad val., B. L. O. L.	200 00	250 00				
Sugar, per lb.	...	...	...	...	...	...	0 5 0	5 00	6 00	2 6 per ton	1 8 per ton	2 6 per ton	3 4 per ton	1 0 0	20 00	25 00					
Salt, per ton	...	...	...	...	...	...	Free	...	...	...	...	...	...	2 per cent. ad val., B. L. O. L.	40 00	50 00					
Building materials	Free	...	...	Free	...	...	Free	...	...	...	...	...	...	10 per cent. ad val., O. L.	200 00	250 00					
Shoes	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...					
Specie, gold and silver (British)	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...					
Kolah nuts, per lb., potash, and all other goods product of Africa...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...					
All other goods not enumerated herein...	4 per cent. ad val.	80 00 per cent.	100 00 per cent.	4 per cent. ad val.	80 00 per cent.	100 00 per cent.	4 per cent. ad val.	80 00 per cent.	100 00 per cent.	100 00 per cent.	100 00 per cent.	100 00 per cent.	100 00 per cent.	2 per cent. ad val., B. L. O. L.	40 00 per cent.	50 00 per cent.					

(Signed) W. J. P. ELLIOTT, Collector of Customs.

*Notification.**The British Protectorate of the Niger Districts.*

IT is hereby notified for public information that, under and by virtue of certain Treaties concluded between the month of July 1884 and the present date, and by other lawful means, the territories in West Africa, hereinafter referred to as the Niger Districts, are under the Protectorate of Her Majesty the Queen.

The British Protectorate of the Niger Districts comprises the territories on the line of coast between the British Protectorate of Lagos and the right or western river bank of the mouth of the Rio del Rey. It further comprises all territories in the basin of the Niger and its affluents, which are or may be for the time being subject to the Government of the National African Company, Limited (now called the Royal Niger Company), in accordance with the provisions of the Charter of the said Company, dated the 10th July, 1886.

The measures in course of preparation for the administration of justice and the maintenance of peace and good order in the Niger Districts will be duly notified and published.

Foreign Office, October 18, 1887.

The Marquis of Salisbury to Baron Plessen.

M. le Chargé d'Affaires,

Foreign Office, October 18, 1887.

I HAVE received your note of the 21st ultimo, relating to matters connected with the Royal Niger Company, and, in reply, I have the honour to acquaint you that it is receiving the attention of Her Majesty's Government.

I have, &c.
(Signed) SALISBURY.

Foreign Office to Royal Niger Company.

Foreign Office, October 21, 1887.

Sir,

I AM directed by the Marquis of Salisbury to acquaint you, for the information of the Council of the Royal Niger Company, that in a note recently received from the German Embassy, in reply to a communication which had been made to the German Government, it is stated that "the Imperial Government takes note with satisfaction of the fact that the Government of Her Britannic Majesty recognize the freedom of ships passing the territory of the Royal Niger Company from transit dues, as well as of their assertion that no such ship ought to be obliged to stop its course or pay any duties of any sort."

The note goes on to state that the Imperial Government hopes that the Niger Company will act in accordance with this declaration, and that they will insert a Regulation to that effect in their Order Book.

In laying this communication before the Council, I am to request you to move them to cause Lord Salisbury to be informed whether they are prepared to insert in their Regulations such a notification as is suggested by the Imperial Government. I am to observe that the request is reasonable, and that the Company, by acceding to it, would give to foreign nations proof that they understand and carry out the obligations as to freedom of transit imposed by the Act of Berlin.

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

The Royal Niger Company to the Marquis of Salisbury.—(Received October 22.)

My Lord,

The Outer Temple, Strand, October 20, 1887.

I AM directed by Lord Aberdare and the Council of the Company to submit to your Lordship the following observations on the claim of M. Hoenigsberg, as set forth in the Memorandum of the 26th ultimo by Baron Plessen. The Council are confident that they can demonstrate to the complete satisfaction of the German Government both the legality and the necessity of the action of the examining officer, Mangan, at Sabagreia. To make the matter intelligible, the following preliminary explanations are necessary.

2. The German Memorandum shows a misconception of the nature of Mangan's action, very natural to those unfamiliar with the details of the Customs system of the Niger Territories, and with the Proclamations and Regulations of the Company.

This action was to refuse to sign and issue the usual "permission to pass" to the Company's territories, and for which M. Hoenigsberg had applied to Mangan; and it had nothing whatever to do with permission to navigate freely any of the waters of the Niger nor with free water transit to places beyond the Company's territories.

That M. Hoenigsberg fully understood this meaning is not only self-evident from his having had twelve months' experience of the Customs "permissions," but is also quite clear from his own letters and protests in this case, where he does not complain of the freedom of navigation being trammelled, but only of the refusal of a permission "to proceed to Egga," and "to proceed to his destination," &c., except "at his own risk and peril." It is indeed well known, not only by all the Company's officers, but also by every one trading to the territories, that Custom-house papers from Akassa, and, consequently, the examination at Sabagreia of vessels coming from Brass through the creek, are only necessary for those intending to "touch, load, or discharge" (as M. Hoenigsberg intended) in the Company's territories.

I have the honour to inclose the Company's Customs Regulation No. 11, 1886, of which a copy has, as the Company understand, been long ago furnished to M. Hoenigsberg and to each other person trading in the territories.

I also inclose a copy of the Proclamation of the 30th July, 1886, which was, at that time, made widely public all along the coast of West Africa, and especially in Lagos and Brass. The marked portions of these documents clearly show that it is only touching, loading, or discharging in the "Niger Territories," which the Proclamation defines as the Company's territories, which demands "permission to pass." Mangan did not request M. Hoenigsberg to call at Sabagreia, and he only issued his (first) notice (and in order to protect himself) when M. Hoenigsberg claimed the right to a "permit" to take the canoes to Egga, although they had not been "entered" at Akassa.

M. Hoenigsberg well knew that he ran no risk or peril in going in transit to places beyond the Company's territories, without any papers whatever, so long as he did not touch, load, or discharge within the territories. Exactly similar remarks apply to the refusal to give permission to tow canoes. Vessels passing in transit to places beyond the Company's territories are not only themselves free from the necessity of clearing at Akassa, but may, of course, tow canoes or any vessels whatever, cleared or not cleared. But M. Hoenigsberg had taken out papers for his launch at Akassa for a place within the Company's territories, and had (coming direct from Brass without going to Akassa for the examination of vessel and cargo) applied to Mangan for the verification of his Akassa declaration and for a documentary permission to proceed (not in transit, but) to discharge in the territories the two uncleared canoes in tow.

Mangan most properly refused to grant him this permission.

These remarks, although quite unnecessary for the information of M. Hoenigsberg or any one accustomed to the "clearing" documents and "permissions" of the Niger, are extremely important in order to show the German Government that the question of "freedom of navigation" or "transit," is not in any way involved.

3. While I propose later on to show that Mangan's action, for which the Company is unquestionably responsible, was not only legal but necessary, the Company must emphatically decline responsibility for any obscurity in his reasons for his action, as given in his letters. He, a subordinate officer, and fitted only for mechanical duties, was not placed at Sabagreia to defend the Company's Regulations by arguments, but to carry out, as he did conscientiously, the following simple orders:—

(a.) To receive the papers issued from Akassa of any craft (steamer, launch, sailing-ship, or canoe) that might come from Brass direct through the creek without examination at Akassa, and might elect to ask him for the usual permission to touch, load, or discharge in the Company's territories.

(b.) To compare these papers with the various craft and their cargoes, and if everything was in order to issue those "permissions to pass to the Company's port of entry," which in the ordinary cases of vessels entering and clearing and also being examined at Akassa are issued at that port by the regular Custom-house officers in the manner usual among civilized States.

(c.) To treat canoes, whether towed or paddled, as separate craft, each requiring "clearing" documents, for reasons hereafter given.

(d.) To treat lighters as part of the steamer or launch to which they belonged, for reasons hereafter given.

(e.) To warn any person intending to touch, load, or discharge in the Company's territories, and whose papers were not in order, that they would do so at their "risk and peril."

If it is asked why an officer of higher rank was not placed at Sabagreia with sufficient foresight to give his reasons in language intelligible in London or Berlin to those without local experience, or an officer who might even be trusted to amend, if necessary, an incorrect "bill of entry" or "clearance document," such as was that of M. Hoenigsberg, the answer is that the petty station at Sabagreia exists only for the convenience of M. Hoenigsberg and two or three other small traders, who are anxious to save a few hours' steaming after they have loaded at Brass, and who are allowed therefore as a special privilege to send over to Akassa, generally by canoe, for the usual Customs documents, and then, after loading at Brass, to steam through the narrow creek direct to Sabagreia, under an express contract that their craft and cargo at the latter place shall be found to correspond to their Akassa papers. The tonnage and value of the imports entering the Niger Territories by this route are so trifling that the Administration could not be expected to maintain costly superior officers at Sabagreia as it of course does at Akassa, its principal import custom-house. It should always be remembered also that the Company has about 4,000 miles of river banks to protect against smuggling, under the very difficult conditions resulting from the free navigation of the Niger and that the existing revenue (based on the present trade) is insufficient for such large territories, in which some hundreds of conflicting petty States make constant demands on the time of the (scarcely twenty) superior officers of the Company.

5. M. Hoenigsberg's real claim being that he having signed a "bill of entry" for only the launch "Warri" and 14 tons of salt at Akassa, Mangan should have signed a permission for the two canoes from Brass which had not been entered and cleared, it is of great importance, for reasons that will appear directly, to consider the amount of the claim for damages, viz., 5,790*l.*, or about 115,800 marks.

The distance from Sabagreia to Akassa is 80 miles, so that M. Hoenigsberg could have sailed down to Akassa, entered and cleared his canoes, and returned to Sabagreia in forty-eight hours, even assuming that his launch could not exceed the speed of 6 miles an hour, *i.e.*, 10 miles an hour down stream and 2 miles an hour up stream. Considering the distance that M. Hoenigsberg was proceeding, and the time that he would take at 2 miles an hour up stream to reach the distant town of Egga, a few days more or less could not make any appreciable difference in his trade, especially as the cargo consisted only of, according to his own entry at Akassa, 14 tons of salt, worth, he declared, 28*l.*, or 560 marks. Allowing, however, the extreme sum of 10*l.* for two days' delay in his trade at Egga, and adding the hire of the launch, canoes, &c., for two days, and the consumption of fuel in going to Akassa and back, all at the exorbitant rates given by M. Hoenigsberg himself, the total loss could not exceed 28*l.*, or 560 marks, *i.e.*, about the same as the value of the cargo, as declared by himself. M. Hoenigsberg is therefore claiming over two hundred times the actual damage which he would have suffered in amending at Akassa his bill of entry by taking out papers for the canoes, or from the other point of view he is claiming a profit of about 2,000 per cent. on his cargo.

6. M. Hoenigsberg, however, on returning to Akassa refused to amend his "bill of entry" and to sail again for Egga, although strongly urged to do so by Mr. Flint himself, the Acting Agent-General, who fortunately happened to be at Akassa at that time.

M. Hoenigsberg's grounds for refusing was, says the German Memorandum,

"because he feared the Company would seek for other excuses to prevent his getting to Egga."

It is of the highest importance, quite apart from the immediate question, to ascertain if M. Hoenigsberg had any reasonable ground to anticipate difficulties from the officials of the Company. The following facts will, the Council believe, convince the German Government of the exact contrary.

M. Hoenigsberg first established in the Niger Territories two or three months after the issue of the Charter to the Company. Having lost his own launch, and having no means of carrying his goods up river and his produce down river, he applied to be allowed to ship by the Company's steamers. This favour was at once granted, so as to save his petty trade from collapse. What other Administration, what other trading Company in the world, would have done the same? The quantities shipped were small in themselves, but large compared with the insignificant shipment in the claim now put forward. The Company, of course, charged freight, but these petty amounts would make no perceptible difference in its large profit and loss account, while a refusal to carry the goods and produce would have absolutely ruined M. Hoenigsberg.

The calculation, following M. Hoenigsberg's own basis, would be as follows:—

If not getting to Egga 14 tons of salt worth 28*l.* (560 marks) has involved him in a loss of 5,790*l.* (115,800 marks), the refusal to oblige him by carrying to Egga in the Company's steamer his previous 1,688*l.* (33,760 marks) worth of goods alone—I purposely omit the produce carried from Egga for him—would have involved him in a loss of about 347,400*l.* (nearly 7,000,000 marks).

But, abandoning M. Hoenigsberg's basis as unworthy of serious notice, it is evident that if the officials of the Company during the past twelve months had not gone out of their way to assist him by carrying his goods and produce, his small trade would have entirely collapsed. No less than eight times during the year, between his first entering the territories and the date of his complaint, was freight to or from Egga so carried for him. The last occasion was actually only a few days before the affair at Sabagreia, so that it cannot be contended that perhaps the great kindness shown him, and the vital assistance given to him, was a matter of the distant past.

But the Council have still more striking evidence of M. Hoenigsberg's own conviction of the Company's kindness to him. He has repeatedly accepted the hospitality of the Company at Akassa—gratuitous, it need scarcely be said—lodging in one of its houses, living at its table, and making himself completely at home on its premises at the Company's expense. Still stronger is the extraordinary fact that this hospitality has been sought by him and granted by Captain Christian, the District Agent, since the affair at Sabagreia and the claim for damages.

7. Although it was well known at Brass that canoes, whether in tow or not, had to be entered and cleared at Akassa like any other independent craft, and although the Europeans at Brass are so few and so much thrown together that it is difficult to understand M. Hoenigsberg's ignorance (especially after twelve months' trade in the territories) of so well known a fact, yet the Council are unwilling to believe what is suggested to them, namely, that M. Hoenigsberg deliberately took the course he did in order to put the Company in the dilemma of setting aside, under his threats, its necessary and maturely adopted Regulations or of having to contend with an exorbitant claim supported by the Government of the German Empire.

There are, indeed, indications which point in this direction—the very small value of cargo which he took up on this occasion, his persistence in wishing to abandon this cargo, although Mr. Flint explained to him that he had only to amend his bill of entry and proceed up river, his loud and offensive threats of the action that would be taken by his Ambassador and by his Government. But putting this suggestion entirely aside, it is at least certain that having, as he thought, a specious claim, he refused to accept Mr. Flint's excellent advice, and preferred to demand a profit of 2,000 per cent. on his salt, or 200 times the extreme loss which up to that time he had sustained. As soon as Mr. Flint saw the sort of person with whom he had to deal, he very properly contented himself with a formal acknowledgment of his protest, and forwarded the papers to the Council in London, who, on the 13th September, cabled their approval of Mangan's action, and on the 15th September issued the inclosed circular to the Company's seventy principal agents.

The preliminary matters being explained, the Council have now to examine (a) the strictly legal aspect of the case, (b) the policy and equity of drawing a distinction between canoes and lighters, and (c) whether the Custom-house officials

at Akassa should have forewarned M. Hoenigsberg at the time that he filed his "bill of entry."

(a) The legality of Mangan's action rests on the Customs Regulation No. XI, 1886 (Inclosure No. 1), copies of which are supplied to all who require them, and which, together with the Proclamation (Inclosure No. 2), have been well circulated in Brass and Lagos.

Clause (A) of the Regulation distinctly names "canoes" as requiring clearing, and also explicitly states that the necessity of clearing applies only to vessels intending to touch, load, or discharge in the territories. M. Hoenigsberg is too experienced a trader not to know that it is not the cargo alone which is entered and cleared, but the vessel or craft with its cargo. Entering and clearing the launch "Warri" with 14 tons of salt would not in any country imply the entering and clearing of two canoes intended to be taken later in tow, and which are not small boats compared with the launch, but actually contain, according to M. Hoenigsberg, more cargo than his launch contains.

(b.) The distinction between iron lighters and native canoes is as follows:—

The latter do not generally belong to the owners of the steamers; they are not only capable of separate propulsion, but in the usual course of things they are navigated separately by means of paddles. They are therefore the principal instruments of smuggling, and the Company need no longer expend large sums in collecting and protecting its revenue if it is to abandon the principle of each canoe being entered and cleared, so that its occupants, if asked for their papers under suspicious circumstances, could not escape under the pretence that they had been towed into the territories by some launch or steamer. On the other hand, iron lighters are cumbersome and dependent, and incapable of separate propulsion or being thus used for smuggling.

Moreover, they almost invariably belong to the owner of a launch or steamer of which they indeed practically form part. Although the Company has power under Regulation No. XI, 1886, Clause A, to treat lighters (like canoes) as separate craft, and has now sent out instructions to do so for the future, it had admittedly (for the convenience of small traders such as M. Hoenigsberg) informed its officials that they need not refuse access to the territories to iron lighters in tow on the ground of their not being separately entered and cleared at Akassa.

(c.) To M. Hoenigsberg's suggestion that the Customs officials at Akassa who issue the "bill of entry" should have known that his launch would not hold 14 tons of salt, I am to reply that those officials state that the numerous launches in the Niger hold varying quantities of cargo up to 30 tons; that it never occurred to them to examine the vessel, then empty, or to consider whether she would hold 14 tons or not, and that any such interference on their part would have been an unwarrantable impertinence. If they had had any idea that M. Hoenigsberg intended (on his return to Brass) to tow canoes up river, they would have of course warned them to enter and clear them in the same manner as the launch.

9. A number of further considerations might be added, but the Council think it better not to lengthen their statement, which they trust, incomplete as it is, will convince the Government of Germany not only that the Company's officials have not outstepped the technical limits of legality, but that they have, ever since M. Hoenigsberg first established in the Niger, given him assistance and consideration of a character which he would have met with nowhere else. They desire finally to point out that while they do not doubt that M. Julius Hoenigsberg is a German, yet his preposterous claim is made not on his own account, but on account of his firm, which is registered in the Niger Territories (in accordance with the Niger Registration Regulation) as an American house under the name of his son, Maximilian Hoenigsberg, who registers himself as a subject of the United States of America.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Inclosure 1 in No. 144.

THE NATIONAL AFRICAN COMPANY (LIMITED).

THIS is to certify that the following Regulation, marked "July '86. 8," providing for the levying and collection of customs duties in the Niger Territories,

and for all matters connected therewith, has been duly made this 30th day of July, 1886:—

Import Customs Duties.

(A.) No vessel, boat, canoe, or other craft entering the waters of the Niger Territories from without may touch, load, or discharge at, from, or into any part of these territories without having first entered and cleared at Akassa, at the mouth of the River Niger, and without having obtained a certificate to that effect from the Custom-house authorities at that place.

(B.) No vessel, boat, canoe, or other craft shall touch, load, or discharge at, from, or into any part of the Niger Territories, except the established ports of entry and export, whereof the provisional list is given in the Schedule (A) hereto, and whereof an amended list may be from time to time made and publicly notified by the Agent-General, or an Acting Senior Executive Officer; and on such public notification such amended list shall take the place of Schedule (A) without otherwise affecting the validity of this Regulation.

(C.) There shall be levied at Akassa on all merchandize (except coals) for import into the Niger Territories the duties set forth in Schedule (B) hereto.

(D.) No vessel, boat, canoe, or other craft coming from below Lokoja, at the confluence of the Rivers Niger and Benué, shall touch, load, or discharge at, from, or into the port of Lokoja, or any port of entry or export in the Niger Territories above Lokoja, without again entering and clearing at the said port of Lokoja, where shall be levied on all goods (except coals) for import into ports above Lokoja the further duties set forth in Schedule (C) hereto.

(E.) Any vessel entering at Akassa may, by payment there of the duties set forth in Schedule (C), in addition to those set forth in Schedule (B), obtain at Akassa a through permit, which shall dispense with the further examination of the cargo at Lokoja; but every vessel with such through permit shall be prohibited from taking in merchandize at any place between Akassa and Lokoja, and shall be obliged to exhibit the said permit to the Custom-house authorities at Lokoja, and to obtain their indorsement to the same before proceeding further up river.

(F.) The *ad valorem* values of merchandize, both at Akassa and at Lokoja, shall be taken to be those entered on the declaration of the importer, which shall not be less than the invoice prices entered on his invoices, of which he shall furnish three sets of copies in the English language, with prices in British currency, to the Custom-house authorities at Akassa or Lokoja, or both, as the case may be; and, in order to prevent any attempt on the part of importers to defraud the revenue, by having the goods invoiced at a lower price than their real value, the Custom-house authorities, either at Akassa or at Lokoja, shall have the power, in case a suspicion of any such attempted fraud should exist, to take over the goods on paying the importer the invoiced prices, with 2 per cent.* additional.

(G.)—Export Customs Duties.

No vessel, boat, canoe, or other craft shall receive on board any merchandize from any port of entry and export in the Niger Territories that has not passed the export Custom-house of that port, as attested by proper certificates from the Custom-house authorities. There shall be levied at all such ports the export customs duties set forth in Schedule (D) hereto.

(H.)—Penalties.

1. Each and every person contravening, or assisting others to contravene, this Regulation, or making, or abetting to make, any false declaration or statement with relation thereto, or attempting, or aiding to attempt, to defraud the Customs revenue in any other way soever, shall be liable for each offence to a penalty not exceeding 500*l.*, or, at the option of the Court, to a penalty not exceeding five times the loss which such contravention or fraud would have the effect of occasioning to the revenue.

2. And if any vessel, boat, canoe, or other craft shall in any way contravene this Regulation, it shall be liable to seizure and forfeiture.

3. And if any merchandize shall be loaded or discharged, or attempted to be loaded or discharged, from or into any part of the Niger Territories in contravention of this Regulation, such merchandize shall be liable to seizure and forfeiture.

* Increased by Regulation XVIII to 5 per cent.

(I.)—*Sub-Regulations.*

The executive authorities of the Company in the Niger Territories shall make, from time to time, such Sub-Regulations as they may think desirable for carrying out this Regulation, and all such Sub-Regulations shall be publicly notified at Akassa, and at such other ports of entry and export as they may concern, and they shall have the same validity as Regulations made by the Company, and each and every person contravening, or aiding in contravening, any of these Sub-Regulations shall, for each offence, be liable to a penalty not exceeding 50l.

(J.)—*General Provisions.*

This Regulation shall come into force on the 15th day of September, 1886, and shall not lose its force through any changes in the name or seal of the Company, but shall continue in operation notwithstanding any such changes.

SCHEDULE (A).

Abinsi.	Ibi.	Egorie.	Utshi.
Inishi.	Orofu.	Idah.	Akri Ugidi.
Odeni.	Palava.	Ugi.	Ishuque.
Loko.	Katsena Alla.	Illushi.	N'doni.
Amara.	Rabba.	Illah.	Abo.
Rumasha.	Shonga.	Ogrugu.	Oguta.
Mozum.	Egbagi.	Iga.	Agberi.
Zuwoo.	Wonangi.	Igbaku.	Assay.
Rebohu.	Egga.	Asaba.	Onia.
Yola.	Ogbodon.	Onitsha.	Patani.
Lour.	Soso Kusso.	Abutshi.	Sabagrega.
Bakundi.	Magagia.	Atani.	Akassa.
Sindidri.	Lokoja.	Alenso.	
Donga.	Egbebe.	Ogbakuma.	

SCHEDULE (B).

			<i>s.</i>	<i>d.</i>
Spirits of every kind	..	..	per imperial gallon	2 0
Tobacco of every kind	..	..	per lb. weight	0 6
Salt (in packages or bulk)	..	..	per cwt.	1 0
War material, including fire-arms, gunpowder, and other explosives	..	..	<i>ad valorem</i>	100 per cent.
All other merchandize (except coal)	..	..	<i>ad valorem</i>	2 per cent.

The duties leviable under Schedule (B) shall be paid in British currency.

SCHEDULE (C).

			<i>s.</i>	<i>d.</i>
Spirits of every kind	..	..	per imperial gallon	2 0
Tobacco	..	..	per lb. weight	0 6
Salt (in packages or in bulk)	..	..	per cwt.	1 0
War material, as in Schedule (B)	..	..	<i>ad valorem</i>	100 per cent.
All other merchandize (except coal)	..	..	<i>ad valorem</i>	10 per cent.

The duties leviable under Schedule (C) shall be paid in British currency.

SCHEDULE (D).

			<i>s.</i>	<i>d.</i>
Palm kernels	..	..	per cwt.	0 2
Palm oil	..	..	per old wine gallon	0 1
Shea butter	..	..	per old wine gallon	0 1
Ivory	..	..	per lb. weight	1 0

All other native produce, including lubi and country cloth, 20 per cent. *ad valorem* on local cost price.
The duties leviable under Schedule (D) shall be paid in British currency.

Given under the seal of the Company, this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER, } *Directors.*

JAMES A. CROFT, }

(Seal.)

Inclosure 2 in No. 144.

Proclamation.

WHEREAS the National African Company (Limited) has obtained, by means of Treaties with the Sultans, Kings, Chiefs, and peoples of the States and tribes in the Niger Basin, full sovereign rights over the countries on both banks of the River Niger, as well as of the River Benue and other affluents and creeks of the River Niger; and whereas Her Majesty the Queen of Great Britain and Ireland, and Empress of India, has been pleased, by Royal Charter, dated the 10th day of July, 1886, to authorize the exercise by the Company of these sovereign rights, public notification thereof is hereby made to all whom it may concern; and the inhabitants of the Company's territories, whether natives or foreigners, and all persons temporarily residing in or visiting those territories, are hereby called upon to conform to such Regulations as the Company may make in the interest of security and order, and to assist the Company to the best of their ability in its efforts to spread throughout these regions the blessings of peace and civilization.

And notice is hereby given that, in order to provide means for the expense of administration of the territories hereafter called the Niger Territories, the Company has established certain customs duties and other charges, concerning which full information can be obtained at the offices of the Company in London, and at the Company's station at Akassa, at the mouth of the River Niger.

And notice is further hereby given that no vessel, boat, canoe, or other craft may touch, load, or discharge at, from, or into any part of the Niger Territories without having first entered and cleared at Akassa, at the mouth of the River Niger, or at such other custom-houses as may be established, and without having obtained the necessary certificate or other papers.

Given under the seal of the Company, this 30th day of July, 1886.

(Signed)

ABERDARE, *Chairman.*

G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

ALEX. MILLER,

JAMES A. CROFT, } *Directors.*

(Seal of Company.)

Inclosure 3 in No. 144.

CASE OF MANGAN AND HOENIGSBERG.

XLVI.—*Administrative.*—Circular sent to the seventy principal Officers of the Company.

The Royal Niger Company (Chartered and Limited),

The Outer Temple, Strand, September 15, 1887.

ON learning the facts of this case from Mr. Flint, the Council lost no time in cabling to Akassa their approval of Mr. Mangan's action.

1. Because Mr. Mangan was only obeying his orders, which it was his clear duty to do.

2. Because he, although in a subordinate position, was not shaken by the threats of M. Hoenigsberg to claim 5,000*l.* damages for the delay for a few days of his cargo, the total value of which he himself entered for importation as worth 28*l.*

3. Because the Company's orders were in themselves just and necessary. M. Hoenigsberg is perfectly aware that it is only as a matter of privilege that the Council have permitted vessels to proceed from Brass to Sabagreia without losing the two or three hours which would be occupied in clearing at Akassa. He must know that the instructions of the Council to require canoes in tow to be duly entered on the Customs clearance certificates were most necessary in order to avoid smuggling; that the contrary system would lead to great numbers of canoes full of cargo being towed to some point below and out of sight of the Customs station at Sabagreia, whence they might in the night be paddled to some point above that Customs station, from which they could again be towed to the ports of entry in the territories.

If special instructions were not given to Mr. Mangan as to iron lighters, it was because these could not be conveniently used in the above manner for smuggling purposes.

Since, however, it appears that the liberty thus granted by the Council is liable to

No. 145*.

The Royal Niger Company to Foreign Office.—(Received October 25.)

Sir, *The Outer Temple, Strand, October 22, 1887.*
I HAVE the honour to acknowledge receipt of your letter of yesterday's date, with reference to the note of the German Government on the subject of free transit on the Niger, and which is receiving the most careful attention of the Governor and Council.

As the Secretary of this Company is the channel for communication on all matters connected with the Company as a joint-stock concern or as a commercial, industrial, and financial undertaking, the Governor and Council would ask that the Foreign Secretary may give instructions that all communications addressed to the Company by Her Majesty's Government on political or administrative matters should be directed either to the "Political Administrator," or to me by name, or, if considered desirable, to Lord Aberdare.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

misconception, orders have been issued that lighters are henceforth to be put on the same footing as canoes, and that both must be duly entered and cleared. The agent at each port of entry must see that these instructions are strictly carried out.

The only mistake that Mr. Mangan (as a subordinate officer) made was in carrying on a correspondence with M. Hoenigsberg. The Company's Agent-General and Senior Executive Officers (or, in serious emergencies only, the District Agents) should alone take such action. Mr. Mangan should have contented himself with his first written notice, and then confined himself to acknowledging receipt of protests, "which should be forwarded to the proper quarter." The Council refer to this only as a guidance to subordinate officers in the future, and not as a reproach to Mr. Mangan, whose zeal they commend. Officials, therefore, should avoid being entrapped by delinquents into correspondence, and must remember that they represent the law, and that such law they must carry out without fear or favour, relying on the sure and unflinching support of the Council in the execution of their duty.

(Signed)

GEORGE TAUBMAN-GOLDIE,

Deputy Governor.

No. 145.

The Royal Niger Company to the Marquis of Salisbury.—(Received October 25.)

My Lord,

The Outer Temple, Strand, October 21, 1887.

WITH reference to my letter of yesterday to your Lordship on the subject of Baron von Plessen's Memorandum, I am desired by the Governor and Council to express their earnest hope that the whole of that letter, and its inclosures, may be communicated to the German Government. In this hope I beg to inclose, for the convenience of the Foreign Office, a duplicate of the letter and its inclosures.

The Governor and Council are deeply impressed with the desirability of the German Government being convinced, as it could only be by the perusal of the whole of these documents—

1. That the principle of free transit on the Niger has never been in question, and that they have misunderstood on this point M. Hoenigsberg's complaints, which are directed towards an entirely different matter.

2. That the Company, in dealing with the firm of Hoenigsberg—the only German house in the territories, if, indeed, it is a German house, and not American, as registered—have shown that liberal generosity and those broad-minded views which might reasonably be expected from a Company whose operations are too large to leave any inducement to descend to petty meannesses.

3. That M. Hoenigsberg's claim is one which the German Government should not have indorsed.

The Governor and Council do not complain of a claim having been made, although they have been able to rebut its validity; but they think that they have fair cause of complaint at the claim that is made, as its exorbitant and unprincipled nature must have been evident to any person who read the documents.

I have, &c.

(Signed)

GEORGE TAUBMAN-GOLDIE,

Political Administrator.

No. 146.

Royal Niger Company to the Marquis of Salisbury.—(Received October 25.)

My Lord,

The Outer Temple, Strand, October 24, 1887.

WHEN towards the close of 1885 Her Majesty's Government had assented in principle to the granting of a Charter to the National African (now the Royal Niger) Company, the question arose as to the method by which the Company should be enabled to repay itself for the political outlay incurred in the acquisition and maintenance of the 237 Treaties which have secured to Great Britain the basin of the Lower Niger. This expenditure was threefold:—

1. In establishing, prior to 1883, political influence over the native Sultans, Princes, Chiefs, and peoples.

2. In preventing, during 1883-84, such influence being usurped by another Power

through those foreign Associations, which were fortunately absorbed into the Company just before the West African Conference at Berlin of November 1884.

3. In maintaining British influence against the efforts of German adventurers during the difficult period of interregnum (1885-86) between the Berlin Conference and the granting of the Charter.

It should be also noted that, during this period and until the issue of the Charter gave an international sanction to the sovereignty Treaties of the Company, Franco-African explorers and the French press were vehemently urging on the French Government and public that the British Protectorate Treaties only extended over scattered districts, that the Company's Treaties were (from the standpoint of international law) invalid, and that France had possessed in 1884 establishments in the Lower Niger basin more numerous than those of the Company.

These appeals to the patriotism and colonial enterprise of France found their centre and support in the well-known General Faidherbe, whose energetic administration of Senegal and whose able advocacy of a vast Franco-African Empire had made him a prominent authority on these questions.

The repayment of the Company's political outlay by means of certain small privileges, similar to those held by the North Borneo Company, was considered by your Lordship to be inconsistent with the engagements towards Germany of May 1885. The Company then suggested (in my letter of the 9th February, 1886, to Sir Julian Pauncefote) that the amount expended for political aims should be considered as a State debt of the Niger Territories, and that the draft Charter, previously approved by your Lordship, should be amended so as to permit of this being done and of the Company raising revenue to pay itself the annual interest on this debt. Her Majesty's Government having accepted this view, the requisite change was made by an addition to clause 14 of the Charter.

In my letter of the 4th March, 1886, to Lord Rosebery, I referred on behalf of the Company to a settlement of the amount in question, but found that this could not be done officially until, by the issue of the Charter, the Secretary of State obtained the necessary powers to deal with that question.

For technical reasons the Charter as issued dealt only with those scattered portions of the Territories referred to in the Petition of the Company of February 1885, and it is only now, since your Lordship has (under clause 12 of the Charter) extended the effect of that instrument to all the Company's Territories, that the Council are in a position to ask for a settlement of the amount expended in respect of the whole of those Territories.

The former correspondence on the subject consists of:—

1. My letter of the 28th December, 1885, to your Lordship.
2. Supplementary Memorandum inclosed in that letter.
3. Sir Julian Pauncefote's letter of the 23rd January, 1886.
4. My letter of the 27th January, 1886, to your Lordship.
5. My letter of the 9th February, 1886, to Sir Julian Pauncefote.
6. My letter of the 4th March, 1886, to Lord Rosebery.
7. Sir F. Villiers Lister's letter of the 13th March, 1886.

I inclose copies of all these, but I would draw your Lordship's especial attention to my letter of the 9th February, 1886, to Sir Julian Pauncefote, which gives a concise summary of the principle involved. I have marked the salient portion of the extract attached to that letter, and have passed my pen through the latter part, which is less relevant to the present question.

I beg also to inclose a separate Memorandum dealing with the figures, which amount to 388,309*l*. The books and accounts of the Company are open to Her Majesty's Government for verification of these figures. On the other hand, the Company is prepared, as stated in my letter of the 4th March, 1886, to adhere to what it understood to be the arrangement at that time, and accept the comparatively small sum of 250,000*l*. without further discussion. For it is most anxious to avoid even the appearance of a bargaining or grasping disposition; just as, when it deliberately commenced and pertinaciously continued that outlay which, in the event of failure in the struggle, no British Government would have repaid, but which might have been avoided or repaid by its passing under a foreign flag, it did not ask for either assistance or guarantee from Great Britain.

I have, &c.

(Signed)

GEORGE TAUBMAN-GOLDIE,

Political Administrator.

Inclosure 1 in No. 146.

The National African Company (Limited) to the Marquis of Salisbury.

My Lord,

34 to 40, Ludgate Hill, December 28, 1885.

I HAVE now the honour to lay before your Lordship the desired observations on the *note verbale* delivered by Count Hatzfeldt.

The Directors have been throughout the current year fully alive to the anomalous position of affairs in the Niger-Benué Protectorates, and they have frequently drawn the attention of Her Majesty's Government to the difficulties that would inevitably arise from delay in the settlement of this question, the urgency of which has no doubt been increased by the obligations undertaken by Great Britain to Germany in June last, and which appear inconsistent with the previous Treaties between Great Britain and the Chiefs of the Niger-Benué, on which the British Protectorates are founded. Of these new obligations the Directors were unaware until a few days before the receipt of your Lordship's communication of the 22nd instant.

The German Government is no doubt ignorant of the great exertions made by the Directors during the current year to hasten a settlement under which the whole Territory can be thrown open to traders of all nationalities, so that it is not surprising that Count Hatzfeldt should mistakenly allude to existing monopolizing aims of the Company.

It is undoubtedly the case that the Company did for many years aim deliberately, and with ultimate success, at bringing the whole trade of the Territory under one organization; but the following facts should not be overlooked:—

1. The Company neither manufacture their own goods nor purchase them through any privileged commission agents, nor show any favour to special manufacturers. So far, therefore, as the manufacturing classes of Great Britain, Germany, or any other country are concerned, the union of all the trading interests in the Territory (although a practical monopoly) has produced no disadvantageous result. As a matter of fact, the Company buy goods largely from Germany.

2. The same principle applies to the classes earning a livelihood in connection with the carriage of the Company's merchandize to and from Africa in British, German, or other vessels. As a matter of fact, German ships are largely chartered by the Company.

3. Out of the present subscribed capital of about 1,000,000*l.*, less than one-third resulted from the union of the whole of the survivors of the smaller Companies which had created the Niger-Benué trade; while the remaining two-thirds of the shares were, three and a-half years ago, offered for public subscription, and a quotation was obtained on the Stock Exchanges of London and other commercial centres, so that any trader or non-trader of any nationality desiring to participate in the commerce of the Territory had (and has) only to buy shares in the open market, on which transactions are constantly taking place, to become a member of what is really a vast co-operative public Association. As a matter of fact, a large number of shares are held by German and foreign holders.

4. Although monopolies tend as a rule to produce inaction and to deaden enterprise, experience proves that the very opposite has been the case in the Niger-Benué Territory, where the possibility of extension has depended almost entirely on an undivided political influence over the native tribes. For six years the National African Company—I include under this title the same organization with a different name—have practically administered the Territory, and the development during that time has been far more rapid than during the antecedent period, when, in the absence of any regularly constituted authority, several small Companies of nearly equal influence were intriguing with the various tribes, and were devoting their best energies to paralyzing each other's action, instead of to opening up new fields for commerce.

5. The most important general objection to monopolies is here inapplicable, namely, that higher prices have to be paid by consumers, for the latter in this case are the natives, whose light and intermittent labours the most earnest negrophile can scarcely wish to further reduce to the detriment of the toiling artisans of Europe, who are the ultimate sufferers from a fall in the barter value of the goods they produce; for the diminution of the merchant's profit below a remunerative point leads only to restriction of operations or, at the worst, to a withdrawal from the enterprise.

The conclusion I hope to establish is, that the practical monopoly aimed at and obtained by the Company, was not open to the objections entertained against monopolies in general, whilst the political advantages—so long as no regularly constituted authority existed in the Territory—were incalculable. The Territory is occupied by some 200 tribes, differing in language and in customs, who are saturated with the mutual aversion found among semi-civilized races. The majority of these tribes are incapable of conceiving

authority apart from commercial supremacy, their own Chiefs being their principal traders; nor can the maintenance of order amongst them rest (as it does in the seaboard Colonies of West Africa) on the cannon of ships of war as the last resource of civilization, but can only be based, as it has been hitherto, on the goodwill of the native populations.

This goodwill has sprung from a constantly-growing consciousness of benefits received and of mutually dependent interests, and from an absolute confidence—born of experience—in the equity of the Company. That this is no vain boast is proved by so large a number of tribes having placed themselves entirely in the hands of the Company, on whom they rely not only for their internal jurisdiction but also for settlement of their inter-tribal disputes. A small display of force had indeed been necessary to keep in check individual malefactors and isolated predatory tribes, but I doubt whether in any other part of the world, or in any other age, a few hundred police, without any army at their back, have sufficed to preserve order among such large populations. Immense stocks of merchandize, highly valued by the natives, lie securely in the Company's undefended factories; and in the longer-settled portions of the Territory the traveller can pass unarmed as safely as in Europe. This marvellous change from the anarchy and barbarism of the past has been chiefly due to a consistent policy, to uniformity of action, and to a recognition by the Company that even on the lowest grounds it was expedient to treat commercial success as a secondary consideration, and to aim principally at pacifying, civilizing, and crystallizing into one body politic the heterogeneous tribes of the Territory.

If I have ventured to dwell at length on these matters it is from an earnest hope that your Lordship may recognize that the commercial and political unity of the Territory so persistently pursued was—so long as no regular civilized authority existed in those regions—an object commending itself alike to the statesman, the economist, and the philanthropist.

But when the British Protectorate is made effective the political necessity for monopoly will disappear; and the Directors have, since the Protectorate Treaties (August 1884), shown an earnest desire to terminate an abnormal state of affairs, no longer necessary.

They venture to believe, however, that neither your Lordship nor the German Government would desire to see them betray their shareholders' confidence by gratuitously sacrificing important private rights, the gradual acquisition of which—not with the view of their sale, but in the interests of trade and order—have cost nearly half a million sterling, and are now worth double that sum. The shareholders will, however, doubtless support the Directors in their willingness, on patriotic grounds, to make a serious sacrifice in accepting a partial equivalent in the form of a twenty years' Concession—similar to that granted to the North Borneo Company—of the sole right to import (or farm out the trade in) tobacco, salt, and war materials; the annual aggregate value of which articles, according to the latest completed (1884) yearly accounts of the National African Company, amounts to less than 8 per cent. of the aggregate annual value of the total imports into the Niger-Benué.

I venture to inclose some copies of a Memorandum specially dealing with this subject, and to hope that your Lordship may take a favourable view of the practicability of this solution of a difficult problem.

The Directors, however, desire to remind your Lordship that their instructions to their officers to maintain the rights of the Company were equally necessary in the interests of the Empire in those regions. As the Government Treaties extend to considerably less than half of the tribes within the limits of the nominal Protectorate, any foreign Power could have annexed the interspersed Territories of the more numerous tribes who have only made over their sovereignties to the Company.

Owing to the network of creeks and affluents in those regions, and to the free navigation established by the Act of Berlin, such action would have altogether prevented the establishment by Great Britain of any effectual fiscal system; whilst administrative troubles, due to rival influences on neighbouring tribes—unstable as are all semi-civilized races—would have been serious and unending.

During the early part of this year, private but reliable information was received that the French Government was about to send out a secret Agent to inquire into the causes of the sudden disappearance of French interests from the Niger-Benué and to advise on the best measures to take. It is well known that the larger French Company (with 600,000*l.* capital) which abandoned the Niger trade shortly before the Berlin Conference, had been formed in Marseilles under the auspices of M. Gambetta during his tenure of office, with the special object of converting the whole basin of the Niger into a vast French province, extending from the Senegal Coast across Central Africa to the Guinea Coast.

The French press, during the early part of 1885, displayed great bitterness at the success of the Company in terminating French interests in those regions, and there can be little doubt that, had the Agent in question been free to visit the unprotected tribes on

the Niger, any patriotic action on his part would have received enthusiastic support from public opinion in France.

That he did not ultimately proceed from the Guinea Coast into the Niger regions was undoubtedly due to its being widely known that the Company, acting on their contracts with the natives, would prohibit any intercourse during the existing interregnum—that is, until the British Protectorate was rendered effective.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Inclosure 2 in No. 146.

THE NIGER-BENUÉ.

Supplementary Memorandum (28th December, 1885) by the Vice-Chairman of the National African Company.

A PREVIOUS Memorandum (11th September, 1885) showed that under the General Act of Berlin (February 1885) the extension to the Niger of the international rights established in the Congo Basin had been successfully resisted by the British Government; free transit on the waters of the Niger, as on the waters of the Danube, Congo, and other rivers having been alone conceded; while on the *terra firma* of the Niger Basin Great Britain had retained as full and irresponsible rights and powers as over any other of her Protectorates.

Between February and the 7th May Germany and Great Britain discussed and agreed on (*vide* Parliamentary Papers 1, 2, 3, and 4 "Africa, No. 6, 1885") limits to their respective spheres of action on the coast of the Gulf of Guinea, and for a short distance inland. Subsequently to, and independently of, this territorial arrangement, they agreed reciprocally (same papers 5, 6, 7, and 8) firstly, that there should be no differential treatment of each other's subjects or goods in their respective Protectorates dealt with in the territorial arrangement; and, secondly, that the conditions of the second paragraph of Article V of the Act of Berlin, which had previously applied only to the basin of the Congo, and which stipulates for free access to all the native markets, should be applicable to these Protectorates "with the reservation of certain Government Regulations in the interests of trade and order."

A question has arisen whether by this arrangement Great Britain is prohibited within the basin of the Niger-Benué from granting to individuals or Corporations (whether British, foreign, or native) such exclusive, partial, and temporary privileges or monopolies as may be thought necessary or polite "in the interests of trade."

For instance, the National African Company have contracts with the native tribes, recognized and indorsed by Her Majesty's Government, securing a complete monopoly of trade throughout all the British Protectorates on the Niger-Benué. These extensive rights, which have cost from first to last nearly half a million, and which are to-day worth more than double that amount, the Company are willing to abandon on patriotic grounds, provided partial compensation is given them in the shape of a Concession of the sole right to import certain articles of commerce, at any rate for a term of (say twenty) years. Is such a Concession now possible?

The answer appears to be clearly affirmative on two grounds, each of serious importance to the future of British interests in Central Africa.

Argument (A).

The Agreement in question distinctly leaves both Governments at liberty to grant monopolies within their respective Protectorates. In the basin of the Congo these are carefully prohibited by the Act of Berlin, the first part of Article V providing that "no Power which exercises or shall exercise sovereign rights in the above-mentioned regions shall be allowed to grant a monopoly or favour of any kind in the matter of trade." But the Agreement as to the Gulf of Guinea Protectorates expressly states that the second paragraph of this Article shall be applicable, and if the intention was to apply also the first half of the Article, it is inconceivable that the last half should be thus specially selected instead of simply applying Article V as a whole. The motives for this exclusion of the paragraph which forbids monopolies are clear. How could either Government develop its possessions if precluded from granting to its own subjects, to foreigners or to natives, Concessions corresponding to our patent or railway or gas or water monopolies? The

Monopolies
not for-
bidden by
Agreement.

risks of initial enterprize in West Africa are so great, and the returns during the early years so small, that the construction of tramways, the laying of electric wires or river cables, the application in a thousand forms of the growing industrial science of Europe, would be doubly prevented in the Protectorates, which would be condemned in consequence to perpetual stagnation. More immediately serious would be the absence of power to grant temporary exclusive privileges to powerful native tribes as a consideration for their developing trade and maintaining order. In the Congo Basin, where all such Concessions are absolutely prohibited by the first half of Article V of the Act of Berlin, neither Germany nor Great Britain had any Protectorates, and their attention was naturally directed chiefly to restricting the powers of Portugal and the Congo Free State, who had unwillingly to assent to conditions which, if unremoved, will prove an absolute barrier to progress.

But beyond these important general motives the British Government had a special reason for reserving their right to grant such privileges. Some months previous to the Agreement in question, the National African Company had submitted (12th February, 1885) a draft scheme for the administration of the Niger-Benué, in which they volunteered to abandon their general exclusive trading rights in exchange for a Concession (which they are willing to restrict to a term of twenty years) of the sole privilege—analagous to that of the North Borneo Company—of importing salt, tobacco, spirits, and war material. Into this list spirits were introduced solely with the view of diminishing this trade as far as is practicable under the local conditions, and it will be remembered that the efforts of the British Plenipotentiary at Berlin to achieve this result were avowedly based on the prayers and urgent representations of the Company. It was pointed out to the Company that judging from the objections raised at the Berlin Conference by Germany—the great spirit-producing country—against such restriction of intoxicating liquors, any practicable diminution in the import of these might be effected with less friction by Government Regulations affecting all traders equally, and the Company thereupon reduced their list to war materials, salt, and tobacco. The corresponding monopolies granted to the North Borneo Company are indeed (Article XV, 6) stated to be “for revenue purposes,” but as that Company is not restricted to raising a revenue sufficient only to pay administrative expenses (its revenue being a large item in its gross profit), these monopolies assist, as it appears intended they should, towards earning a dividend. They are of spirits, opium, salt, and tobacco, and it is partly for this reason that the National African Company selected the last two articles for restriction; but a stronger reason existed in the monopoly of these two articles that is found in almost every European country, so that the prejudices of the Continental nations would not be offended. The reasons for the selection of war materials are obvious.

It was with these facts before them that the British Government expressly stipulated to apply to their Gulf of Guinea Protectorates only the second paragraph of Article V of the Congo Declaration (Act of Berlin).

The other conditions in the Agreement are borrowed from Article III of the Congo Declaration, providing—

1. That customs shall only be raised to an amount necessary to cover the expenses of the Protectorates; and
2. That there shall be “no differential treatment of British” (or German) “subjects or goods.”

It will be universally admitted that the question of “goods” is not involved in this argument. In the present day, when Europe constitutes one large market, in which all traders buy indifferently in whichever country they may temporarily find the lowest price, a differential treatment of goods for Africa can only be effected either by bonuses on export from the European port or by differential import duties into Africa, and nothing of this sort has ever been suggested. Whether it is a German or an English house that is buying goods does not affect the German or English manufacturers in these days of keen competition and purchase by telegram. But I further submit that a Concession of the suggested privileges to an individual or Corporation, whether British, foreign, or native, could not in any intelligible sense constitute a differential treatment as between British and German “subjects.” The National African Company happen indeed to be a British Corporation, subject to British jurisdiction, but the privileges are not asked for on this ground, but only as a partial compensation for a surrender which would be in the interests of all traders, German as well as British, while the latter (except the Company) would be restricted equally with the former from importing the reserved commodities. Where one of the European Governments which hold a monopoly of salt or tobacco to make this over to a subject Corporation—say in exchange for the railways—no other country could logically complain of this as differential treatment, or base thereon a demand for a modification of existing Treaties of Commerce, still less if the consideration for the monopoly were of a

nature to the equal advantage of all nations. It should be borne in mind that no German trader is as yet established on the Niger-Benué, nor has been at any time during the half-century that this river has been open to commerce, and that the rights of the Company date from times antecedent to the Agreement of non-differential treatment.

It is, of course, arguable that either the German or British Government might, by a succession of such Concessions, intentionally override each other's rights to equal treatment, but this would imply, not only deliberate bad faith but an incapacity of diplomacy to decide which cases were based on the sound principle of the ultimate advantage of the traders of both nations. Germany cannot expect the British taxpayer to buy up, in her interests and at heavy cost, the private rights of the National African Company, who, on their part, see delays and difficulties in the way of this solution, which, except for patriotic reasons, they would, of course, much prefer.

The practical question remains whether the Concessions asked are really trivial compared with the value of the rights abandoned. I have before me a document, attested by the proper persons, showing that taking last year (1884) as a basis (the accounts for 1885 not being yet complete), the aggregate value of tobacco, salt, and war materials imported was less than 8 per cent. of the value of the total imports; so that the Company appear willing to throw open nine-tenths of the trade of the whole of these regions, where no other European trade now exists, in return for a twenty years' Concession of the monopoly of less than one-tenth of that trade.

I have dealt above with the international question alone. Objections to granting monopolies, based on British municipal law, did not apply to the North Borneo Territory, nor do they apply to the Niger-Benué Territory, which also is admittedly not under British sovereignty; so that its fiscal system, although undoubtedly subject to the absolute control of Great Britain as the protecting Power, will not rest on British law, but on the laws of the country, made and administered by the local Sovereign Powers, or, if Her Majesty's Government assent, by the National African Company, to whom such powers have been assigned. And, if not repugnant to international engagements or municipal law, there is a modern practical precedent in the case of North Borneo, as for this purpose no counter-argument arises from the fact that the latter country has not been technically or avowedly placed under the protection of Great Britain. That such protection practically exists would doubtless appear if a foreign Power were to attempt annexation.

Argument (B).

Still more important to Great Britain is the question whether either the territorial or commercial Agreement ("Africa No. 6, 1885") applies at all to the Niger-Benué Territory, which is essentially Central African, there being no commerce on these rivers or their affluents either on or in proximity to the coast of Guinea; Akassa, the mouth of the Niger, being an almost uninhabited swamp, and only used as a depôt for the storing of merchandise while awaiting transhipment between ocean and river steamers.

The valuable coast trade in the regions referred to on the Gulf of Guinea is carried on in the numerous British-protected "Oil Rivers" and the German Protectorate of the Cameroons. That the two Agreements in question apply only to these coast Protectorates is proved—

1. By the explicit termination of the frontier-line (to the interior) at a point only about 100 miles from the coast; an indefinite prolongation of this line would have cut off from Great Britain an important portion of her previously-proclaimed Protectorate of the Niger-Benué. Moreover, since these Agreements, Germany has taken part in negotiations for a new territorial Agreement for prolonging into the interior of Africa this line of demarcation (but in a modified direction so as not to interfere with vested British interests), thus concurring that the literal reading of the existing Agreements—as applying only to the coast territories—is correct.

2. By the internal evidence, viz., the approximate parity of the reciprocal engagements if construed literally, and their incredible disparity if taken as applying also to the Niger-Benué. Under the first hypothesis Great Britain has granted German subjects and German goods equal rights with her own in Protectorates extending along a few hundred miles of valuable coast-line, from the Lagos Colony to the Anglo-German frontier, Germany acting reciprocally for a less stretch of coast-line down to her southern limits. But under the second hypothesis Great Britain would have thrown in (unmentioned) many thousands of miles of river bank of the Niger-Benué, including their numerous affluents, such as the Kuduna, Terabba, Donga, Katsena, &c., all free to the navigation of Germany by the General Act of Berlin, and, as Mr. H. M. Stanley has abundantly

Agreements
not applica-
ble to Niger-
Benué.

demonstrated, the banks of navigable rivers are in Africa as valuable for tapping trade as their equivalent mileage of coast-line.

The Company's Treaties to the north-west now carry their rights nearly to Timbuctoo on the main Niger. Their Treaties to the north-east extend nearly to Lake Chad, and may at a later date reach to the valley of the Nile.

If at some future time Great Britain—perhaps shorn of some of her older Colonies—should wish to take over these extensive Treaties, and thus create a new Empire in Africa, would she find herself bound to a non-differential treatment of German subjects and goods throughout these vast regions, whatever treatment British subjects and goods might be undergoing in German Colonies in other parts of the world, and with the poor consideration of reciprocal rights in the petty and almost tradeless Protectorate of the Cameroons? Moreover, if the British Government admit the application of the Commercial Treaty to the existing Niger-Benué Protectorates, immediate and serious difficulties will certainly ensue. The Act of Berlin provides only that Great Britain shall protect foreigners on the waters of the Niger (*vide* Article XXX, and also my previous Memorandum of the 11th September, 1885), an easy task by means of the considerable fleet of specially constructed steamers working in that river. But she refused to extend her responsibilities to the *terra firma* of her Protectorates, and in Article XXXIV of the General Act it was agreed that the mutual engagements to protect should apply (1) only to possessions "on the coasts of Africa" and (2) only to such as should be acquired henceforth ("désormais"). Now the Protectorate of Great Britain over both the "Oil Rivers" coast and the Niger-Benué had been announced by the British Plenipotentiary at the first meeting of the Conference in November 1884, or three-and-a-half months before the signature of the General Act of Berlin.

Undoubtedly, by the commercial Agreement ("Africa No. 6, 1885"), Great Britain subsequently accepted the responsibility of protecting German subjects on the coast of the Gulf of Guinea and for a defined distance inland, but this is a light responsibility, as the whole country within 100 miles of the coast is so intersected with waterways, that gun-boats or armed launches can penetrate within reasonable distance of any of the thinly-populated native Settlements. But if this responsibility is—in contradiction to the literal interpretation of the Agreement—to be extended to Central Africa; if Germany is to be entitled to demand an account of every wandering German who may be killed or plundered in these densely-populated inland Protectorates, Great Britain will have undertaken a task full of dangers, in thus gratuitously throwing away her chief success at the Conference of Berlin.

December 28, 1885.

Inclosure 3 in No. 146.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, January 23, 1886.

I AM directed by the Marquis of Salisbury to make the following remarks on the claim of the National African Company, preferred in your letter of the 28th ultimo, to the monopoly of the importation of tobacco, salt, and war materials, into the Niger-Benué districts, or to the exclusive privilege of forming out the trade in those articles.

The Memorandum inclosed in your letter is devoted to the discussion of the question, whether Great Britain is precluded from granting such monopolies by the arrangement with Germany, recorded in the notes exchanged between Earl Granville and Count Münster in May last, in which assurances were given on both sides that there should be no differential treatment of foreigners or foreign goods, in the Territories to which the arrangement applied.

The views of the Company are developed in two printed Arguments (A) and (B), in the first of which it is sought to establish that the reservation of monopolies would not be inconsistent with the faithful observance of the International Agreement, while the second deals with the limits of territory to which the arrangement applies.

Taking Argument (B) first, in which it is urged that the arrangement with Germany applies only to the coast Protectorates, I am to observe that it would be practically impossible for the British Government to apply an exclusive system in one portion of the Protectorates, which it was debarred from introducing in adjacent portions: the commercial system in the whole Protectorate must, of necessity, be uniform.

Turning then to Argument (A), by which it is sought to show that the enjoyment of monopolies by the Company, under their Concessions from the native Chiefs, would not be

Responsibilities to protect in Central Africa.

inconsistent with the stipulations that there should be no differential treatment of British and German subjects, I am to state that, in Lord Salisbury's opinion, the existence of such monopolies would be opposed to the letter and spirit of the engagements recorded in the notes of Earl Granville and Count Münster, which were laid before Parliament in May last.

But your letter raises the further question, whether the Company would be fairly treated if it were compelled to sacrifice gratuitously important private rights, acquired at a great cost.

In order to examine this question, it is necessary to investigate the nature of those rights.

Before the signature of the Protectorate Treaties, the Company had concluded a large number of Agreements with native Chiefs, of which the following is an example:—

"We, the Undersigned, King and Chiefs of _____, after many years experience, fully recognize the benefit accorded to our country and people by their intercourse with the National African Company (Limited), and, in recognition of this, we now cede the whole of our Territory to the National African Company (Limited) and their Administrators for ever.

"In consideration of this, the National African Company (Limited) agree:—

"1. The said Company will not interfere with any of the native laws, and will not encroach on any private property unless the value is agreed upon by the owner and the said Company.

"2. The said Company will not interfere with any ground now occupied by the natives of the country, unless agreed to by both sides.

"3. The said Company reserve to themselves the right of excluding foreign settlers other than those now settled in the country.

"4. The said Company agree to respect the rights of native land-owners, and the said Company will not take possession of their land without payment for the same."

These Agreements granted no monopolies of specified articles of trade, but gave to the Company the right of excluding foreign settlers. In some of the earlier Protectorate Treaties, Consul Hewett, acting on his own responsibility, and being unable, from circumstances, to apply for sanction, inserted a stipulation that the general freedom of trade was subject to the Company's previous Agreements. But Consul Hewett, in a despatch addressed to Earl Granville on the 15th November, 1884, inclosing the Treaties, said that he had informed Mr. McIntosh, the Agent of the Company, that he "should not support him in some of the privileges he had acquired by these Agreements," and he "particularly referred to the monopoly of trade and expulsion of foreigners." Mr. McIntosh was therefore fully aware and, through him, the Company was aware, that it was not the intention of Consul Hewett, in inserting the stipulation above mentioned, to admit any such rights; and when Mr. McIntosh in his character of British Vice-Consul, acting as deputy for Consul Hewett, in his absence, inserted the same stipulation in subsequent Treaties, he of course did so with full knowledge that no such rights would be recognized by Her Majesty's Government under the British Protectorate.

The Company have never suggested for a moment that the Charter for which they have applied should recognize the arbitrary power granted to them by the native Chiefs, of expelling foreign settlers; on the contrary, it has always been understood that the Company desired only such fiscal powers as would provide for control and revenue.

In the paper sent to Lord Granville in May last by Lord Aberdare, copy of which was also sent to Lord Salisbury by his Lordship on the 1st July, it is said: "This exclusive right to trade our Company are gladly prepared to sacrifice in order to obtain, as an equivalent, a system of administration, &c."

In your letter of the 11th August you said: "In this scheme (the draft Charter) the only restrictions preserved are such as would, I believe, commend themselves to your Lordship's judgment. For instance, the right to sell weapons of offence could not be intrusted to irresponsible persons, &c."

In your Memorandum of the 11th September you observe: "I am not advocating any such policy for Great Britain, nor suggesting that she should not extend to foreigners in the Niger-Benué Territory, so long as she thinks fit, the same complete liberty and equality with her own subjects which exist in all her other Colonies, but neither life nor property would be long secure unless the Administrators of the Territory were empowered to restrict or forbid the sale of certain articles (as, for instance, weapons of offence), and unless Her Majesty's Government were free without interference from other Powers, to adopt such fiscal policy as they might think advisable to remove from the Territory foreigners who should intrigue with the native Chiefs and endanger public peace."

Such language can leave no doubt as to the views and expectations of the Company, and, indeed, in the letters addressed to traders by their own agents, copies of which have been furnished to this Office, the following statement appears:—

"I am informed that as soon as proper arrangements can be made for settling an established form of Government, with the necessary judicial Courts, police, and administering officers, the country will be thrown freely open to the trade of all other nations."

I have dwelt at considerable length on this part of the question in order to show that Her Majesty's Government, while aware that the Company expected to be compensated for the expenses of administration, and to have the power of controlling the trade in such articles as arms or munitions of war, were not prepared to learn that the Company claimed differential privileges as against other traders for the purposes of profit.

It is proposed that the Company should be invested with all necessary powers to raise sufficient revenue to defray the costs of administration and to control the trade in particular articles, but not by means of differential treatment or monopoly.

Her Majesty's Government is restricted, in respect of the grant or recognition of any monopoly, by three considerations:—

1. The Crown cannot grant any right of monopoly as such as against British subjects.

2. As regards the waters of the Niger and its affluents, &c. (so far as they may be under British sovereignty or protection), Her Majesty's Government are bound by the Berlin Act of the 26th February, 1885, which requires the traffic on those waters to be open to all nations alike, subject only to equal duties for services rendered to navigation.

3. The arrangement with Germany precludes Her Majesty's Government from being a party to the levy of any duties on trade, except for the expenses of Protectorate, or to any differential treatment of foreigners as to settlement or access to the markets, subject only to "administrative dispositions in the interests of commerce and of order." That arrangement is founded on reciprocity, and is in accordance with the commercial policy which was applied at Berlin to all that portion of the African continent known as the Free Zone. It has been proclaimed by Germany as being the system in force in her new Protectorates in Zanzibar.

If, therefore, the administration of the Niger districts is to be confided to the Company under the sanction of a Royal Charter, as proposed, it can only be on the condition that the commercial policy of this country be carried out, and that its international obligations be scrupulously observed.

I am to inclose the draft of a Charter such as Lord Salisbury would be prepared to approve, subject to the concurrence of the Law Officers of the Crown. Every effort has been made in the preparation of that draft to meet, as far as possible, the wishes of the Company, and, before causing it to be submitted to the Law Officers, his Lordship desires to be informed whether it meets with the approval and acceptance of the Company.

I am, &c.

(Signed) JULIAN PAUNCEFOTE.

Inclosure 4 in No. 146.

The National African Company (Limited) to the Marquis of Salisbury.

My Lord,

34 to 40, Ludgate Hill, January 27, 1886.

I HAVE the honour to acknowledge receipt of Sir Julian Pauncefote's letter of the 23rd instant, inclosing a draft Charter as approved by your Lordship, subject to the concurrence of the Law Officers of the Crown; and I have to submit the following observations on the remarks made in that communication.

The Directors regret that your Lordship, after weighing Argument (A) of my Memorandum of the 28th ultimo, considers that it would be inconsistent with the Agreement of the 27th May to the 16th June last with Germany to allow the Company to retain (while giving up its immensely valuable complete monopoly) certain slight privileges, the revenue derived from which would have, during the suggested limited period of twenty years, gradually repaid the Company (without requiring any compensation from Great Britain) the actual money loss that the Company has suffered through its services to this country.

For the sake of conciseness, I would, in speaking of the past history of the National African Company, include under this title the same organization under another name and the previous smaller houses who created the Niger trade, and whose amalgamation formed and still forms the nucleus of the Company.

Your Lordship correctly states that the Directors "have never suggested that the Charter for which they have applied should recognize the arbitrary power granted to them by the native Chiefs." On the contrary, in the draft Charter, which was submitted to

Her Majesty's Government together with the Petition in February 1885, and which, but for one or two verbally slight but essentially important alterations, appears to be identical with the draft Charter now approved by your Lordship, they expressly suggested (in clause 14) that this power, valuable to-day and immensely so in the future, should be abandoned in return for the Charter, and that the Company (following sub-section 7 of clause 15 of the North Borneo Charter) should be allowed to repay its actual sacrifices by retaining (for ten years) the exclusive right of importing or farming out a few articles carefully selected so as to commend themselves to Her Majesty's Government; thus, materials of war would in any case require close supervision and control; restraints on the importation of spirits and opium are always desirable so far as practicable; while administrative monopolies of salt and tobacco are too universal in European countries to call forth any comment. For clearness sake, I should state here that at a later date, and in compliance with a suggestion that Germany, as the great spirit-producing country, would raise difficulties over a monopoly over alcoholic drinks, and that as opium at present did not constitute an article of import it would be injudicious to include it, the term of years was proposed to be twenty instead of ten, and the list was correspondingly reduced to tobacco, salt, and war materials, whose value, as I pointed out in my Memorandum of the 28th ultimo, amounted in 1884 to less than 8 per cent. of the aggregate value of the total imports into the Niger-Benué.

In drawing this clause, the Directors were actuated by the two principles to which they have consistently adhered from first to last.

1. That any "general" or permanent monopoly of the Lower Niger trade was highly undesirable, as set forth repeatedly in the correspondence during the past year. I would refer your Lordship on this point especially to my letter of the 28th ultimo, which accompanied the above Memorandum.

2. That, as was undoubtedly the case before the arrangement with Germany in June last, it being possible to repay the Company the cost of its patriotic policy by laying the burden on the traders who might desire to profit through the situation entirely created by the labours of the Company, no compensation whatever should be sought from Great Britain. The Directors, having incurred such risks and made such efforts in the interests of this country, have been naturally desirous to complete this great work by throwing open the Lower Niger trade without laying any burden on British taxpayers. For this reason they abstained from putting forward the precedent of the Hudson Bay Company, which received 300,000*l.* and other still more valuable property in exchange for its abandonment of similar exclusive rights, and they relied instead on the precedent of the North Borneo Company, which, like the National African Company, bases its powers, subject to the assent of Her Majesty's Government, on the native sovereignties, and therefore does not appear to come into contact in its fiscal policy with British municipal law or custom.

It seems important, as a point of constitutional law, to note here that Her Majesty's Government did not technically grant these small monopolies to the Borneo Company. On the contrary, they took away from it, in exchange for the Charter, the natural rights it would have had, as representing the Sovereigns of Borneo, to maintain a "general monopoly," and they merely negatively abstained from taking away such rights so far as concerned salt, tobacco, opium, and spirits.

At the date (February 1885) of submitting the draft Charter, the Directors did not know that three or four months later Her Majesty's Government would enter into an engagement with Germany that the revenue in the Gulf of Guinea Protectorates should not exceed the actual annual expenditure, nor, indeed, were they made aware of this unusual condition until last month; and it is only on learning that their former suggestions are, for this reason, in your Lordship's opinion impracticable, that they now reluctantly, and as a last resource, ask for direct compensation for their shareholders. Nor can it be urged that the Directors knew that the Act of Navigation for the Niger (included in the General Act of Berlin, February 1885) would prevent the granting of the asked-for privileges. My Memorandum of the 11th September, 1885, proves in detail that Her Majesty's Government had at the Berlin Conference successfully resisted the extension to the Niger Basin of the international rights established in the free zone of the Congo; free transit to traders through the British waters of the Niger, as through the waters of the Danube and other rivers, having been alone conceded, while on the *terra firma* of the Niger Basin, Great Britain had retained as full and irresponsible rights and powers as over any other of her Protectorates.

I am especially desirous to place on record this absolute consistency of the views of the Directors, as, in the communication just received, considerable space is occupied in showing that these views have altered since February last, and four sentences selected

from my voluminous correspondence with Her Majesty's Government and with the Company's agents in Africa are quoted in support of this belief.

This misapprehension appears to arise from three causes:—The separation of these sentences from their context; the extreme conciseness of expression that I had to adopt in letters dealing with a subject so large and many-sided; and, lastly, from my apparent failure to make clear the distinction between the immense value of the acquired rights of the Company (this absolute monopoly of trade attained for political reasons after years of struggle and risk which the Company was prepared, *vide* the first half of clause 14, to abandon) and the actual money sacrifice in achieving this end, for the repayment of which provision had been suggested in the second half of that clause of the draft Charter.

The first quotation is taken from a Memorandum dated the 15th May, 1885, assuming to be a dialogue between the Vice-Chairman of the Company, and an imaginary *avvocato del diavolo*.

I venture to give the context of the quotation.

V. C., speaking of the East India Company, says:—

"They obtained a monopoly of trade; our Company, on the contrary, are prepared (*vide* clause in the suggested Charter) to be bound to the principle of free trade, involving the surrender of valuable and incontestable rights.

"A. D. D.—What rights?

"V. C.—Last autumn our Company, when obtaining the execution by the natives of the Treaties with Her Majesty's Government, made separate and carefully drawn contracts which would (if carried out) secure to them, among other things, practically the whole trade of the Lower Niger.

"A. D. D.—Could such contracts be enforced under a British Protectorate?

"V. C.—The very Protectorate Treaties of the Government recognize and confirm these rights by a clause specially introduced by the natives, who naturally look entirely to the Company, to whom they owe such measure as they possess of intertribal peace, of prosperity, and of civilization. It is not possible that the Government should accept the benefit of these Treaties and set aside their principal condition. Moreover, these are private contracts, as binding and equitable as the majority of those enforced by law in Great Britain. To over-ride them would be to confiscate the vast sums which I am prepared to show that they, and the Treaties which our Company obtained for the Government, cost the former. This exclusive right to trade given by the tribes in their general assemblies (and very different from the illusory rights purchased in other parts of Africa for a few thousand pounds' worth of cloth from Chiefs affecting to have authority to bind their subjects) our Company are gladly prepared to sacrifice, in order to obtain as an equivalent a system of administration so adapted to the abnormal condition of the Lower Niger as not to strangle in their cradle rapidly-growing commercial and industrial operations, destined in the early future to be of vast importance to Great Britain."

I believed that by inserting the parenthesis "*(vide* clause in the suggested Charter)"—this clause (14) which providing in the exact words of the Borneo Charter that there should be no "*general* monopoly of trade," also provided for the desired privileges—I was relieved from quoting the very words of the clause in a dialogue which, though long, does not, as its last sentence declares, contain "*one-tenth*" of what the subject demands.

In the second quotation, as your Lordship is good enough to point out, I again explicitly referred to the draft Charter of February 1885, more indeed by good fortune than intention, as I have throughout taken it for granted that the terms of that draft—the very basis of the correspondence—would be understood with express reference.

As to the third quotation, I find, on turning to the context, that in saying "I am not advocating any such policy for Great Britain" I was referring to the "exclusion of foreign commerce that already rules in Inner Senegal."

Moreover, with regard to both the third and fourth quotations, I would submit that the National African Company has never asked, and, I would add, has never conceived the idea of asking, for differential treatment of British and foreign subjects, nor for anything but complete liberty and equality between them. The small monopolies which it suggested, and only as a substitute for money compensation, in the draft Charter, and which would have applied equally to traders of all nationalities, were not asked for as trade privileges, but as temporary administrative monopolies in return for money already sacrificed in a great national undertaking; just as a Colonial Government would not infringe the principle of freedom and equality by raising a special revenue, in excess of actual administrative expenditure, to repay an advance made for public works, and just as the North Borneo Charter does not infringe that principle by permitting the administering Company to raise revenue, that is to say, to make profit, by similar privileges. This method is now,

unfortunately, impracticable in the Niger-Benué, according to your Lordship's view of the Agreement of June last.

But although it is of high importance to the Directors to remove any impression that their former "views and expectations" were different from those they now put forward, the principal point raised in your Lordship's communication of the 23rd instant is the question of the nature of the Company's rights.

I beg to submit the following remarks in the sequence suggested by the observations in that letter :—

1. The monopoly clause in the natives' Agreements with the Company appears the most complete conceivable.

2. The thirty-seven British Protectorate Treaties obtained by the Company, and to which Consul Hewett affixed his name, affect almost the whole territory under Her Majesty's protection, the later Protectorate Treaties signed by Mr. McIntosh, as Vice-Consul, affecting, for the most part, very small tribes. I purposely except the Protectorate Treaties with the feudatories of the great Mahomedan Empires of Gando and Sokotu, as the powers of Great Britain over these may possibly only rest on the cessions to the Company from their Suzerains.

I should add here that the whole of the Protectorate Treaties do not cover more than one-half of the total ground covered by the Company's sovereignty Treaties.

3. I do not know how to reply to the suggestion that while Her Majesty's Government are not bound by the signature of their officer, "acting on his own responsibility, and being unable from circumstances to apply for sanction," the Company are bound by the fact that certain remarks, at variance with the actual Treaties, were made to its responsible officer apparently without eliciting any reply; remarks which Mr. McIntosh either did not note, or did not (naturally) think it necessary to report to the Directors.

4. Mr. McIntosh, having subsequently in the above-mentioned additional Protectorate Treaties introduced the same stipulation as is found in those signed by Consul Hewett, must evidently have interpreted the verbal statement which Consul Hewett reports he made to him in its only intelligible meaning, namely, that the Treaties so conditioned would not have Consul Hewett's support with the Government with the view to their being accepted.

Mr. McIntosh's additional Protectorate Treaties was therefore probably (like the far more important ones signed by Consul Hewett) for submission to Her Majesty's Government for acceptance or rejection as a whole.

5. The Company does not base its rights on the signature or on the support of Consul Hewett or of Mr. McIntosh, but on the subsequent acceptance of these Protectorate Treaties by Her Majesty's Government without remark.

6. So little was the Company aware "that no such rights would be recognized by Her Majesty's Government under the British Protectorate," that in the correspondence of the past twelve months these rights of the Company are clearly put forward. To take only my correspondence actually quoted in your Lordship's last communication, I find that my dialogue Memorandum of the 15th May, 1885, in the fragment given above, and which I would entreat your Lordship to re-read, insisted at length and as emphatically as my powers of language permitted, on these rights of the Company.

Similarly in another quoted letter of the 8th (not the 11th) August last, to your Lordship, on the general position of affairs in the Niger-Benué, and in reply to your Lordship's communication of the 5th August, the following words occur :—

"From this practicable monopoly due—as aptly put in a leading article of 'The Times'—'to no favouring tariffs or exclusive privileges, but to superiority in enterprise, capital, and skill,' it was undoubtedly a long step to the existing legal monopoly obtained by Agreements with the natives and confirmed by Her Majesty's Government; but I feel confident that I can show your Lordship that this step was, under the peculiar circumstances, reasonable and even desirable.

"These Agreements were made last summer and autumn, when certain of the European Powers were projecting and carrying out annexations in various parts of West Africa, &c."

And again in the same letter I find these words :—

"Contracts, between the Company and the tribes of the Niger-Benué Territory, which, during the autumn of 1884, received the special sanction of Her Majesty's Government; for Article 7 of the Protectorate Treaties (on which Her Majesty's authority in those regions is founded) expressly confirms these contracts, by which, among other things, the Company obtained sole power to farm out the right to trade with the various Chiefs."

7. Fifteen months have elapsed since the acceptance by Her Majesty's Government of

the thirty-seven Treaties signed by Consul Hewett, which deal practically with the whole of the non-Mahommedan protected districts, yet no intimation has till now ever been given to the Company that Her Majesty's Government in any way called in question the essential condition of these Treaties.

In the draft Charter approved by your Lordship the Directors note one important variation from that submitted by them in February 1885. The latter, following the exact words of the North Borneo Charter, makes the power of revocation dependent on the Company failing "to comply with any material condition," while the former leaves such revocation unconditionally in the hands of Her Majesty's Government. No one, as a British subject, could fail to approve of this important change; but it has this practical result, that if no compensation is granted to the Company, and some succeeding Government were, for political, international or other motives, to use their power, the Directors would be open to the accusation of having entirely sacrificed to their own patriotic objects the material interests of the shareholders, without any equivalent whatsoever.

Nor do the great past services of the Company afford any security against such revocation. Time hath, my Lord, a wallet at his back, wherein he puts alms for oblivion, a great-sized monster of ingratitudes. A few months would suffice to obliterate the memory of these services; but as indeed they appear to be already forgotten, I would entreat your Lordship's patience whilst I concisely recapitulate them.

The Company has, after heavy initial losses, created the trade of the Niger-Benué, whilst the numerous houses long established on the coast (in the so-called Oil Rivers) were not willing to incur the commercial risk of penetrating into the interior of Africa, or of trying unknown fields, where the chances of failure were a hundred-fold those of success.

It has obtained absolute cessions of their Territories from the whole of the 200 pagan tribes, who, occupying the Lower Niger, lived formerly in anarchy and barbarism, but who have in the course of years acquired from the Company the rudiments of civilization, and have learned to value and envy the peace, security, and material prosperity possessed by those who have been longest under the influence of the Company.

It has, moreover, made Commercial Treaties with semi-civilized Mahommedan countries, stretching continuously across the Central Soudan, through 15° of longitude and 10° of latitude.

Having proved to the world for the first and only time that inner African commerce could be made profitable, it found itself in consequence temporarily confronted by two French competitors, one a Parisian Company, with a capital of 3,000,000 fr., and supported by some of the best known financial names in France, who had joined, as subsequent events have shown, with solely patriotic views; the other, and greater Company, with a capital of 15,000,000 fr., being formed in Marseilles under the auspices of M. Gambetta during his short tenure of office, with the avowed object of converting the whole basin of the Niger into a vast Franco-African Empire, extending from Tunis, Algiers, and Senegal across Africa to the Guinea Coast.

Two and a-half years before the struggle for supremacy ended by the final disappearance of the French houses, negotiations were opened with one of these with the view of absorbing it (in the first instance) into the National African Company. Six months of strenuous efforts ended in failure, owing to the chauvinism of the French Directors.

The Company, on the other hand, was determined that the only practicable commercial river route to the immense populations of Central Africa should not be closed to Great Britain by differential duties or by foreign officials. I need hardly point out that, as the Company is only an African trading, industrial, and land Association, and neither manufactures the goods it barter nor acts as an ocean carrying Company, it would have had, from a pecuniary point of view, nothing to lose and much to gain by the proposed amalgamated Company passing under the French flag. Had the shareholders acted as investors rather than Englishmen, the ultimate loss to Great Britain would have been of a serious character.

Fifteen months of severe competition, at a deplorable cost to the Company, brought about fresh interviews which, after a further delay, at last resulted in the Company buying out both of the French houses.

Even then the final negotiations had, unfortunately, to be hurried in order that Her Majesty's Representative at the Berlin Conference might be able to state with accuracy that the whole trade of the Niger was in British hands; and the completing documents were only executed a fortnight before (and passed beyond the reach of the telegraph on their way to Africa a week before) the meeting of the Conference. It must not be imagined that the long and intense struggle here described was motivated by direct

commercial aims. These might have been at any time achieved by a transfer to the French flag and a union of all interests. And I would further remark that there was a period between the Angra Pequena incident and the Berlin Conference when another Power, looking eagerly for African possessions, would have given to the Company terms far higher than any asked from Her Majesty's Government.

I can only briefly indicate how the Company's sacrifices have been since increased by its being obliged, for patriotic reasons resulting from the unexpected colonial action of Germany, to extend its operations laterally from the principal waterways with a rapidity not justified on direct commercial grounds; and how, from the want of a legal and organized police force, due to the delay in making the Protectorates effective, the Company has been compelled for eighteen months to divert its costly fleet and staff in an undue degree to the maintenance of order; and especially in the extensive newly occupied territory.

The facts that I have laid before your Lordship amount to this—that the acquisition of the legal rights of the Company, its persistent patriotism in averting the exclusion of Great Britain from Central Africa, and its endeavours, unsupported by Her Majesty's Government, to preserve intact a province valuable already, but far more so as the gateway to the Central Soudan, have demanded a serious sacrifice. Nor is this the only consideration. All that the Company has done has been at its own cost and risk, and not, as in the Congo regions, at the cost and risk of a philanthropic Monarch. Nor did the Company ever ask Her Majesty's Government, as the proposed Egyptian Soudan Company has lately asked, for the gift of vessels and railway plant, for arms, ammunition, and stores, for a loan of millions free of interest, and for large annual subsidies, as a necessary condition before opening up the heart of Africa to British trade.

Had the Company failed in its efforts in the Niger Basin, had it succumbed in the struggle to maintain British interests, and had France excluded British traders from the River Niger, as she does from the River Senegal, no British Government would have repaid the money so expended in the service of the country. The Directors feel that it would be hopeless to expect Her Majesty's Government to make any pecuniary equivalent to this heavy risk, but I appeal confidently to your Lordship whether the Directors could ask their shareholders to give up the secure position at last gained without repayment of the actual sacrifice, or whether it would be worthy of the wealthiest nation in Europe—at a time when the manufacturing and shipping classes are crying out for new markets, and when foreign competition necessitates the putting forth of every energy—to repay the prolonged efforts of the Company by confiscation, "*pour encourager les autres.*"

The great future importance of the Central Soudan does not rest only on statements of the Company, but is attested by all the well-known travellers who have visited it, from Barth to Mr. Joseph Thomson, Gold Medallist of the Royal Geographical Society. This latest and competent authority on Central Africa, says:—

"The conclusion I have arrived at is this, that in all the wide range of tropical Africa there is no more promising field for commerce."

I inclose a copy of a document in which Mr. Thomson gives, with great clearness and force, his reasons for the above statement, and I venture to hope that Her Majesty's Government will treat this document as confidential for the present.

Although not relevant to the main subjects of this letter, I would ask your Lordship's permission to conclude with a short statement of the services rendered by the Company to civilization in the Lower Niger.

1. The system pursued towards the natives is best shown in the following extract from my letter of the 28th ultimo:—

"The conclusion I hope to establish is, that the practical monopoly, aimed at and obtained by the Company, was not open to the objections entertained against monopolies in general, whilst the political advantages—so long as no regularly constituted authority existed in the Territory—were incalculable. The Territory is occupied by some two hundred tribes, differing in language and in customs, who are saturated with the mutual aversion found among semi-civilized races. The majority of these tribes are incapable of conceiving authority apart from commercial supremacy, their own Chiefs being their principal traders; nor can the maintenance of order amongst them rest (as it does in the seaboard Colonies of West Africa) on the cannon of ships of war, as the last resource of civilization, but can only be based, as it has been hitherto, on the goodwill of the native populations.

"This goodwill has sprung from a constantly-growing consciousness of benefits received and of mutually dependent interests, and from an absolute confidence—born of experience—in the equity of the Company. That this is no vain boast is proved by so large a number of tribes having placed themselves entirely in the hands of the Company,

on whom they rely not only for their internal jurisdiction but also for settlement of their intertribal disputes. A small display of force has indeed been necessary to keep in check individual malefactors and isolated predatory tribes, but I doubt whether in any other part of the world, or in any other age, a few hundred police, without any army at their back, have sufficed to preserve order among such large populations. Immense stocks of merchandize, highly valued by the natives, lie securely in the Company's undefended factories; and in the longer-settled portions of the territory the Traveller can pass unarmed as safely as in Europe. This marvellous change from the anarchy and barbarism of the past has been chiefly due to a consistent policy, to unity of action, and to a recognition by the Company that even on the lowest grounds it was expedient to treat commercial success as a secondary consideration, and to aim primarily at pacifying, civilizing, and crystallizing into one body politic the heterogeneous tribes of the Territory.

"If I have ventured to dwell at length on these matters, it is from an earnest hope that your Lordship may recognize that the commercial and political unity of the Territory so persistently pursued was—so long as no regular civilized authority existed in those regions—an object commending itself alike to the statesman, the economist, and the philanthropist.

"But when the British Protectorate is made effective the political necessity for monopoly will disappear; and the Directors have, since the Protectorate Treaties (August 1884), shown an earnest desire to terminate an abnormal state of affairs, no longer necessary."

2. One of the most striking and satisfactory results of the advance of the Company's operations has been the corresponding retrograde movement of the two scourges of Africa—the Slave Trade and the slave caravans—the former of which is dependent on the latter. These caravans become useless and unprofitable where steamers and launches supplant them on the main river and its numerous affluents; and at a later date the construction of light tramways from these waterways to the largest inland cities will strike a final blow at the Slave Trade.

Domestic slavery is indeed the very basis of the social system of the Niger States, and any hasty attempt to abolish this would result in universal rebellion and final anarchy. While, however, this system is repugnant to European ideas, the slaves of the soil are not subject to the horrors of the Slave Trade, and their position is really superior to that of the serfs of the Middle Ages, inasmuch as they, under some circumstances, inherit from their master in the place of his relations, and possess other privileges incompatible with the usual idea of slavery.

Nevertheless, on considering the extraordinary advance of civilization in the Niger within the last twenty years, it is not too sanguine to hope that before long the Company will be able, by a system similar to that adopted in Brazil, to provide for the gradual extinction of this system and the substitution of free labour.

3. The attitude of the Company towards the alcoholic question is best described by quoting from a paper in "Good Words," by Mr. Joseph Thomson, the independent and competent witness referred to above:—

"I cannot leave this subject without touching on another topic. In my last letter you will remember in what strong terms I spoke of the traffic in gin and other spirits on the coast. With great pleasure I have noticed a vast change for the better as we proceed inland; and now, at such places as Abutshi, it is quite a pleasure to look through the warehouses and note the immense stores of bales of cloth along with a great variety of European hardware, and the relatively insignificant supply of gin. This auspicious change is due entirely to the enlightened conduct of the Company, who are strenuously doing all they can to suppress the traffic and repair the sins of the old system of trading. At present they cannot absolutely stop the traffic, and they prudently give way a little to the fierce appetites of the people, as to do otherwise would only be to invite into the river the most unprincipled of traders, who would supply the poor wretches with the fiery drink to their heart's content, and ruin any attempt at introducing a legitimate trade or a desire for better things.

"Doubtless, but for the fact that the Niger is at present worked by only one Company, that district, like many parts of the coast, would be deluged by the shameful traffic. Since I have seen the methods of the Company, I am proud to think that at least anything I may do for the opening up of the country will be utilized for the introduction of useful articles."

I may mention one fact in support of Mr. Thomson's view. The Company were able in 1885, the first year after the retirement of the French houses, to reduce the import of spirits to 25 per cent. less than that of 1884, which, however, was itself trifling compared with the total value of goods imported.

Your Lordship is also aware that the strenuous efforts made at the Berlin Conference by Her Majesty's Representatives to restrict the import of spirits into the Niger-Benué were avowedly made on the initiative and in consequence of the urgent prayers of the National African Company.

I am not blind, my Lord, to the scepticism with which *les esprits forts* will regard any profession of philanthropy by a Board of Directors. Happily my statements deal with the past and with incontrovertible facts, and there is not, after all, any inherent impossibility in a body of Englishmen having, in dealing with a population of many millions, some views beyond that of earning a dividend.

Nor, in case their action in these matters has somewhat diminished the earnings of the Company, have they thereby overstepped their duty to their shareholders, whose views, so far as they know them, are in harmony with their own, and before whom the slavery and alcoholic questions were placed in the prospectus inviting their subscriptions.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman*.

Inclosure 5 in No. 146.

The National African Company (Limited) to Foreign Office.

Sir, 34 to 40, Ludgate Hill, February 9, 1886.

WITH reference to my letter of the 27th ultimo to the Marquis of Salisbury, I would venture to suggest that there are apparently only two practicable ways, consistent with the engagement of May last with Germany, of repaying to the National African Company such sums as it has actually expended in the service of Great Britain, for it has never been suggested that any expenditure resulting from commercial (as opposed to patriotic) aims should be repaid.

The first and simplest method would be by a payment from the Treasury. In this case the Company, weary of prolonged delay, would accept, in full discharge of its sacrifices, the sum of 150,000*l.*, or less than one-half of such expenditure.

The alternative method would be for Her Majesty's Government to permit the Company to debit its Territories with the amount expended, and to raise sufficient revenue to cover either 5 per cent. interest on this amount in perpetuity, or 8 per cent. per annum (*i.e.*, 5 per cent. interest and 3 per cent. sinking fund) for a term of twenty years.

I am prepared to show irrefutably from the books of the Company that, putting aside any expense or loss attributable to mere commercial aims, the minimum estimate of its political sacrifices is 300,000*l.*, whilst a reasonably liberal estimate would amount to nearly 500,000*l.*

I venture to annex to this letter a printed extract from my letter of the 27th ultimo to the Marquis of Salisbury, which describes in detail the services of the Company to Great Britain. I have marked the salient portions.

If, after reading this extract, it should be conceived that these administrative aims may be only an afterthought of the Company, the result of the political discussions of the past twelve months, I would draw attention to the following unique clause from the Company's Memorandum of Association, dating years before the Berlin Conference:—

"To apply for, acquire, and hold any Charters, Acts of Parliament, privileges, monopolies, licences, Concessions, patents, or other rights or powers from the British Government, or any other Government or State, or any Potentate or local authority in Africa or elsewhere; to exercise, carry on, and work any powers, rights, or privileges so obtained; and to constitute or incorporate the Company as an anonymous or other Society in any foreign country or State."

If it be urged that the Company's commercial success could not have been secured without such administrative expenditure, I would reply that all traders of all nationalities will reap equal advantages from this outlay, and I would venture to point out here that the Company has never asked, nor conceived the idea of asking, for differential treatment of any kind whatsoever between it as a trading Company and any other trader.

It only remains for me to show the compatability of this latter proposal with the Agreement of May last with Germany.

In the letter of the 16th May Earl Granville expressly provided that duties might be levied "for the purpose of meeting the expenses necessary to enable them (Her Majesty's Government) to carry out the obligations imposed on them by the Protectorate;" and Count Münster, in reciting the conditions in his letter of the 2nd June, 1885, uses equally explicit terms: "To cover the expenses arising from the taking over of the Protectorate."

It is, of course, evident that if the new German Colony of the Cameroons (at present almost valueless from a trading point of view) is ever to be developed inland, large payments will have to be made by the Cameroons Administration to the native Chiefs for many years, until a degree of civilization has been brought about equal to that already created in the Niger Basin by the National African Company.

Nor will these considerable subsidies and bonuses to native Chiefs constitute a large proportion of the great total administrative expense in bringing about such a result. I doubt if ten times 300,000*l.* will suffice to create within the Cameroons a Protectorate as large, as peaceful, and as important as the Niger-Benué Protectorate of Great Britain.

These necessary annual administrative charges in the Cameroons will be of course paid out of annual revenue, if sufficient, or, if not, by the creation of a Colonial debt, or by subsidies from Germany. Where, as in the Niger-Benué, this expenditure has already taken place, the principles of reciprocity and equity appear to demand that a similar course shall be followed.

I have referred to the Cameroons because, in the Agreement of May last, the sole consideration that Great Britain received for giving to Germany a close control over the fiscal policy of her Niger-Benué Protectorate was a corresponding control over that of the German Protectorate of the Cameroons.

Earl Granville's phrase, "To carry out the obligations imposed on them by the Protectorate," appears, moreover, expressly designed to meet the obligations contained in Article VI of the Protectorate Treaties in the Niger-Benué, the benefits of which the Company have been throughout most anxious to abandon, on receiving some equivalent, not for its enormous risk, but only for the political expenditure in creating and maintaining these Protectorates for Great Britain and for civilization.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

THE NIGER-BENUÉ.

Extract from Letter to the Marquis of Salisbury, dated January 27, 1886, by the Vice-Chairman of the National African Company.

IN the draft Charter approved by your Lordship the Directors note one important variation from that submitted by them in February 1885. The latter, following the exact words of the North Borneo Charter, makes the power of revocation dependent on the Company failing "to comply with any material condition," while the former leaves such revocation unconditionally in the hands of Her Majesty's Government. No one, as a British subject, could fail to approve of this important change; but it has this practical result, that if no compensation is granted to the Company, and some succeeding Government were, for political, international, or other motives, to use their power, the Directors would be open to the accusation of having entirely sacrificed to their own patriotic objects the material interests of the shareholders, without any equivalent whatsoever.

Nor do the great past services of the Company afford any security against such revocation. Time hath, my Lord, a wallet at his back, wherein he puts alms for oblivion, a great-sized monster of ingratitude. A few months would suffice to obliterate the memory of these services; but as indeed they appear to be already forgotten, I would entreat your Lordship's patience whilst I concisely recapitulate them.

The Company has, after heavy initial losses, created the trade of the Niger-Benué, whilst the numerous houses long established on the coast (in the so-called Oil Rivers) were not willing to incur the commercial risk of penetrating into the interior of Africa, or of trying unknown fields, where the chances of failure were a hundred-fold those of success.

It has obtained absolute cessions of their Territories from the whole of the 200 pagan tribes, who, occupying the Lower Niger, lived formerly in anarchy and barbarism, but who have in the course of years acquired from the Company the rudiments of civilization, and have learnt to value and envy the peace, security, and material prosperity possessed by those who have been longest under the influence of the Company.

It has, moreover, made Commercial Treaties with semi-civilized Mahommedan countries, stretching continuously across the Central Soudan, through 15° of longitude and 10° of latitude.

Having proved to the world for the first and only time that inner African commerce could be made profitable, it found itself in consequence temporarily confronted by two French competitors, one a Parisian Company, with a capital of 3,000,000 fr., and

supported by some of the best known financial names in France, who had joined, as subsequent events have shown, with solely patriotic views; the other, and greater Company, with a capital of 15,000,000 fr., being formed in Marseilles under the auspices of M. Gambetta during his short tenure of office, with the avowed object of converting the whole basin of the Niger into a vast Franco-African Empire, extending from Tunis, Algiers, and Senegal across Africa to the Guinea Coast.

Two-and-a-half years before the struggle for supremacy ended by the final disappearance of the French houses, negotiations were opened with one of these with the view of absorbing it (in the first instance) into the National African Company. Six months of strenuous efforts ended in failure, owing to the chauvinism of the French Directors.

The Company, on the other hand, was determined that the only practicable commercial river route to the immense populations of Central Africa should not be closed to Great Britain by differential duties or by foreign officials. I need hardly point out that, as the Company is only an African trading, industrial, and land Association, and neither manufactures the goods it barter nor acts as an ocean carrying Company, it would have had, from a pecuniary point of view, nothing to lose and much to gain by the proposed Amalgamated Company passing under the French flag. Had the shareholders acted as investors rather than Englishmen, the ultimate loss to Great Britain would have been of a serious character.

Fifteen months of severe competition, at a deplorable cost to the Company, brought about fresh interviews which, after a further delay, at last resulted in the Company buying out both of the French houses.

Even then the final negotiations had, unfortunately, to be hurried in order that Her Majesty's Representative at the Berlin Conference might be able to state with accuracy that the whole trade of the Niger was in British hands; and the completing documents were only executed a fortnight before (and passed beyond the reach of the telegraph on their way to Africa a week before) the meeting of the Conference. It must not be imagined that the long and intense struggle here described was motivated by direct commercial aims. These might have been at any time achieved by a transfer to the French flag and a union of all interests. And I would further remark that there was a period between the Angra Pequena incident and the Berlin Conference when another Power, looking eagerly for African possessions, would have given to the Company terms far higher than any asked from Her Majesty's Government.

I can only briefly indicate how the Company's sacrifices have been since increased by its being obliged, for patriotic reasons resulting from the unexpected colonial action of Germany, to extend its operations laterally from the principal waterways with a rapidity not justified on direct commercial grounds; and how, from the want of a legal and organized police force, due to the delay in making the Protectorates effective, the Company has been compelled for eighteen months to divert its costly fleet and staff in an undue degree to the maintenance of order, and especially in the extensive newly occupied Territory.

The facts that I have laid before your Lordship amount to this—that the acquisition of the legal rights of the Company, its persistent patriotism in averting the exclusion of Great Britain from Central Africa, and its endeavours, unsupported by Her Majesty's Government, to preserve intact a province valuable already, but far more so as the gateway to the Central Soudan, have demanded a serious sacrifice. Nor is this the only consideration. All that the Company has done has been at its own cost and risk, and not, as in the Congo regions, at the cost and risk of a philanthropic Monarch. Nor did the Company ever ask Her Majesty's Government, as the proposed Egyptian Soudan Company has lately asked, for the gift of vessels and railway plant, for arms, ammunition, and stores, for a loan of millions free of interest, and for large annual subsidies, as a necessary condition before opening up the heart of Africa to British trade.

Had the Company failed in its efforts in the Niger Basin, had it succumbed in the struggle to maintain British interests, and had France excluded British traders from the River Niger, as she does from the River Senegal, no British Government would have repaid the money so expended in the service of the country. The Directors feel that it would be hopeless to expect Her Majesty's Government to make any pecuniary equivalent to this heavy risk, but I appeal confidently to your Lordship whether the Directors could ask their shareholders to give up the secure position at last gained without repayment of the actual sacrifice, or whether it would be worthy of the wealthiest nation of Europe—at a time when the manufacturing and shipping classes are crying out for new markets, and when foreign competition necessitates the putting forth of every energy—to repay the prolonged efforts of the Company by confiscation, "*pour encourager les autres.*"

Inclosure 6 in No. 146.

The National African Company (Limited) to the Earl of Rosebery.

My Lord,

34 to 40, Ludgate Hill, March 4, 1886.

I HAVE the honour to acknowledge receipt of Sir T. V. Lister's letter of the 2nd instant, inclosing a copy of the draft Charter as finally approved by Her Majesty's Government, with provisions made for the points urged in my letter of the 9th ultimo.

I have to inform your Lordship that the Directors accept the draft Charter in its present form with gratitude and with the firm conviction that it will operate to the advantage of the peoples of Central Africa, of civilization, and of the Empire.

The Directors further understand that it is desired that the sum of 300,000*l.* (referred to in my letter of the 19th ultimo) shall be reduced to 250,000*l.*, so as, even allowing for the sinking fund to extinguish it in twenty years, not to exceed a charge of 20,000*l.* per annum, or about one-fourth of the estimated total annual revenue that will have to be raised for the present.

It is almost needless to point out to your Lordship that, with the hoped-for development of the resources of the new province, the revenue and administrative expenses will necessarily increase; so that this fixed charge (for twenty years) of 20,000*l.* should, in course of time, become insignificant compared with the annual expenditure.

Although this sum of 250,000*l.* does not adequately represent the sacrifices of the Company in securing this vast and valuable province for Great Britain, the Directors accept this solution gratefully as a fairly satisfactory settlement in the face of difficulties to which they have never been blind.

I have, &c.

(Signed) G. D. GOLDIE-TAUBMAN, *Vice-Chairman.*

Inclosure 7 in No. 146.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, March 13, 1886.

I AM directed by the Earl of Rosebery to acknowledge the receipt of your letter of the 4th instant, stating that the Directors of the National African Company would be prepared to accept a Charter formed in accordance with the draft sent to you on the 2nd instant.

With regard to the remarks contained in the third paragraph of your letter, I am to observe that his Lordship is not aware that any understanding exists as to the amount of revenue which should be raised under the provisions of the XIVth Article. That is a question which must of necessity be reserved for the consideration of the Secretary of State at a future date, and which it would be premature to discuss at present.

I am, &c.

(Signed) T. V. LISTER.

Inclosure 8 in No. 146.

Confidential Memorandum of the 24th October, 1887, accompanying a Letter to the Marquis of Salisbury.

IN 1881 the National African Company was projected for the purpose of securing to Great Britain the Lower Niger and Chad Basins. The first issue (of nearly 1,000,000*l.*) took place in 1882, when the Company commenced by purchasing the factories, river steamers, launches, goods, and other commercial assets of the United African Company, amounting to about 135,000*l.* The latter Company, including the private firms by whose amalgamation it was formed, had, however, also expended considerable sums in acquiring political influence over a large number of native Princes and Chiefs through whom it had from 1879 to 1882 practically exercised administrative powers, settling intertribal disputes, putting down piracy, checking slave raids, &c. The (National) Company had, of course, to repay this political expenditure, but for which those regions would have remained as refractory to British trade as during the thirty years of costly and unfruitful Parliamentary expeditions, and subsidized commercial fiascos which succeeded the discovery of the Lower Niger and Benué Rivers in 1831.

The amount (143,000*l.*) was, by arrangement, reduced to 115,000*l.* and is shown as 115,000*l.* in the Company's balance sheets from that date. As this reduction resulted from a purely private arrangement at the last moment between the two Companies, the (National) Company might fairly claim the political expenditure of 143,000*l.*; but, desirous of avoiding discussion on this or any other point, it is content to put this item at the lesser sum—115,000*l.*

2. The second item is the loss in barter rates incurred :—

(a.) From the 1st January, 1883, to the 31st October, 1884 (only a fortnight before the Berlin Conference), in eliminating the two French houses, one of which (formed under the auspices of M. Gambetta) had a capital of 600,000*l.*, and the other of 140,000*l.*

(b.) From the signature of the final transfer deeds in October 1884 till the granting of the Charter in July 1886 in maintaining the position thus won against the harassing political intrigues of foreigners during that period of anarchy when the Company's active administration was paralyzed by the nominal existence of a British Protectorate.

The year 1881 is taken as the normal basis for this calculation as the international struggle commenced before the close of 1882, so that the barter rates for that year are somewhat affected thereby; but the difference between 1882 and 1881 is not great. The native produce bought between the 1st January, 1883, and the 30th June, 1886, cost the Company 111,186*l.* more than the same quantities would have cost at the barter prices of 1881.

It may be asked whether causes unconnected with the international struggle may not have contributed to raise the barter rates after 1881, such as fluctuations of prices in Europe, native famines or wars, or other causes. A second comparison has therefore been made with the year 1887, and it is found that at the barter prices of 1887 the native produce bought between the 1st January, 1883, and the 30th June, 1886, would have cost 119,573*l.* less than it did cost. This gives approximately the same result as that shown by the comparison with the year 1881. It would be extraordinary if causes independent of the international struggle began to act simultaneously with its commencement and ceased simultaneously with its termination. Following the same principle as in the first item, the smaller sum of the two, and the least favourable to the Company, is set down, viz., 111,186*l.*

Under this item a large number of further losses should be included directly resulting from the struggle, and which amount to 50,000*l.*; but as these would demand voluminous details, no account is here taken of them.

3. The third and last item is for the excess of administrative expenditure during the same period of struggle. The *general* working expenses of the Company in 1881, that is, those of a kind which could not be accurately divided into political and commercial, amounted to 45,686*l.* For the purposes of the following calculations, the remaining, or solely commercial, expenses are entirely omitted, as not affecting the present question, and I will merely state that in 1881 they amounted to about 27,000*l.*, and in 1886 to about 36,000*l.* It is impossible to determine with exactness what proportion of the 45,686*l.* of *general* expenses was administrative and what commercial. The actual trade in the Niger was (and is) done by the then about 100 chief factory agents; yet these had (and have) to give up a considerable portion of their time to local administrative matters; fifty of the 100 factories had been started solely for political purposes, and were abolished immediately on the issue of the Charter. The Company's costly European staff was (and is) employed chiefly in administrative affairs, yet a considerable portion of their time was, and is, given to commercial supervision.

The Company's river steamers and launches were (and are) partly engaged in carrying goods and produce, partly in repelling river pirates or blockading slave raiders, in enforcing intertribal peace and in preventing internal revolutions likely to throw large districts into anarchy. The same observation applies to the (then about) 800 Kroomen, who acted in the dual capacity of local police and labourers, and also to the Home Administration, which directed all matters, whether political or commercial. It is not, however, of vital importance to the calculation (which is only one of the *excess* of political expenditure during the years of struggle over that of 1881) to determine these proportions with great accuracy. It may fairly be assumed that one-half of this *general* expenditure (exclusive, be it noted, of that above described as solely commercial) was devoted to administration, and the other half to commercial purposes, each amounting to 22,843*l.* Now, during the three and a-half years of the struggle, the average tonnage of the trade was considerably less than double of that in 1881; so that it is a more than liberal calculation to assume that the annual average of the commercial portion of the *general* expenditure was doubled, leaving out of account, be it always understood, the above-referred-to solely commercial expenses. For the cost of the Home Administration was

only fractionally increased; it does not require double the number of agents, nor even 25 per cent. more, to buy double the quantity of native produce, &c., and even the river steamers would not require to be doubled, as river voyages are often made with only half or quarter cargoes.

A striking illustration of this principle may be incidentally seen by comparing the solely commercial expenses which have been expressly excluded from this calculation as not affecting its result.

In 1886 they were, notwithstanding the doubling of the trade, only 33 per cent. higher than in 1881.

If, therefore, it were desired to swell the claim it might fairly be asserted that an increase of 50 per cent. (instead of 100 per cent.) in *general* trade expenditure (exclusive of the solely commercial outlay so frequently referred to) would more than cover the double tonnage of trade; while, if the comparison of amounts of trade were made in money value instead of tonnage, the arguments of this Memorandum would be still further strengthened. In every case, however, the Company prefers to avoid discussion by accepting the view least advantageous to itself. It concludes, therefore, that, from the 1st January, 1883, to the 30th June, 1885, the average annual *general trade* expenditure (exclusive of that above noted as solely commercial) may, on the least favourable calculation, have exceeded by 22,843*l.* the corresponding trade expenditure in 1881, *i.e.*, that it may have been, owing to the doubling of the trade, 72,950*l.* in excess for the whole of that period of three and a-half years.

The calculation is, therefore, as follows:—

	£	£
(a.) Actual <i>general</i> expenditure during the period 1st January, 1883, to 30th June, 1887, exclusive of purely commercial expenditure ..		401,974
(b.) What the sum would have been on the basis of 1881 (<i>i.e.</i> , three and a-half times 45,686 <i>l.</i>)	159,901	
(c.) Maximum allowance for increase of <i>commercial</i> proportion of <i>general</i> expenditure due to doubling of tonnage of trade (three and a-half times 22,843 <i>l.</i>)	79,950	
		<u>239,851</u>
Increase of administrative portion of general expenditure ..		162,123

This shows conclusively that the minimum increase of political expenditure during the three and a-half years of struggle was 162,123*l.*, which is accordingly set down in the third item. It should be specially remarked that no claim whatever is thus made for the ordinary administrative outlay calculated on the basis of such expenditure in 1881, but only for the excess during that three and a-half years over what it would have been on that basis. In other words, the Company claims only for money expended in the actual international struggle, but for the success of which the Niger Basin would have been as hermetically closed to Great Britain as is Inner Senegal or Tonquin.

4. The three items, the details of which are all authenticated in the books of the Company, thus amount on an absolutely minimum estimate to 388,309*l.* But it should not be overlooked that on a reasonably liberal estimate 28,000*l.* should be added to the first item; over 50,000*l.* to the second item, and at least (three and a-half times 11,421*l.*, or about) 40,000*l.* to the third item, raising the total excess (political) expenditure, or, in any words, the Company's pecuniary sacrifice for political objects, to over half-a-million sterling. If the amount is definitively fixed at a quarter of a million, the annual interest at 5 per cent. (*i.e.*, 12,500*l.*) could be raised by the imposition of a further duty of 1*s.* per gallon on spirits.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 147.

The African Association to the Marquis of Salisbury.—(Received October 25.)

My Lord, 19, Castle Street, Liverpool, October 24, 1887.

I AM desired by the African Association respectfully to ask information in reference to the official Notice of the 18th instant published in the "London Gazette."

Your Lordship may be aware that the terms of that Notice include certain districts in the Bights of Benin and Biafra wherein the members of this Association hold important trading interests, and as the object of the official declaration does not

at present appear clear to the Association, they humbly request of your Lordship that, should these interests be in any way affected thereby, it may be made known to them by Her Majesty's Government.

I am, &c.
(On behalf of the African Association),
(Signed) J. HAMPDEN JACKSON, *Secretary*.

No. 148.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, October 27, 1887.

WITH reference to your letters of the 3rd and 20th May last, I am directed by the Marquis of Salisbury to inform you that a communication has been received from the Colonial Office, transmitting copy of a despatch from the Governor of Lagos relative to the suggestion that an International Agreement should be negotiated to regulate the importation of spirituous liquors into West Africa.

Governor Moloney states that the success of the proposed measure would, in his opinion, depend on complete international occupation of the coast-line between Senegambia and the Cameroons, and on a full, or, at least, a fair measure of Customs control along such coast-line, more particularly at its breaks represented by the mouths of rivers.

In the absence of such conditions he considers that the conclusion of an Agreement of this nature would prove prejudicial to the fiscal interests of the British West African Colonies, although, if they could be fulfilled, the Customs revenue of Lagos would, in his opinion, be greatly benefited. He points out that between the Nun mouth of the Niger and the Colony of Lagos lie the mouths of the Rivers Benin, Escados, Forcados, Dodo, Pennington, and Middleton, which are unoccupied in a Governmental sense, and uncontrolled as regards imports; and that there are parts of the coast-line in question nominally under European protection, but where no administrative or Customs control is exercised, while other portions are in the occupation of the aborigines.

He observes that the main safeguard to the Customs receipts of the Colony of Lagos, on which the cost of carrying on the administration must largely depend, has been the lowness of its Tariff, as compared with those of the Gold Coast Colony and of the Niger Territories.

He admits that the principle advocated by the Royal Niger Company is well worthy of being put in practice, but he appears to doubt whether the time has arrived for its adoption.

In acquainting you with the substance of Governor Moloney's remarks, I am to add that Lord Salisbury will be glad to receive any remarks which the Council may have to offer upon them.

I am, &c.
(Signed) T. V. LISTER.

No. 149.

Foreign Office to African Association.

Sir,

Foreign Office, October 31, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 24th instant, requesting explanations as to the official Notice issued in the "London Gazette" of the 18th instant respecting the extension of the jurisdiction of the Royal Niger Company; and I am to inform you that the Notice in question affects only districts which are already under the actual jurisdiction of the Company, and consequently does not alter the situation at present existing in the Oil River district.

I am, &c.
(Signed) T. V. LISTER.

Royal Niger Company to Foreign Office.—(Received November 3.)

Sir,

The Outer Temple, Strand, November 2, 1887.

REFERRING to my letter of the 22nd ultimo, I have the honour, on behalf of the Governor and Council, to submit to the consideration of the Marquis of Salisbury the following observations on the desire of the German Government that the "Niger Company should insert in its Order Book" a Regulation providing for "the freedom of ships passing the territory" "from transit dues," and "that no such ship ought to be obliged to stop its course, or pay any duties of any sort."

If this suggestion refers only to the executive orders of the Company, it has been long ago carried out. Since the signature of the General Act of Berlin in February 1885, several hundreds of letters and Circulars have been at proper intervals issued to the officials of the Company, forcibly impressing on them the vital necessity of maintaining the freedom of transit.

On the 30th July, 1886—twenty days after the issue of the Charter, when the fundamental Regulations of the Company were adopted—the following standing instructions were issued:—

"Your must specially bear in mind—

"That the navigation of the waters of the whole Niger system is absolutely free, subject to such Regulations as we may make in the interests of navigation itself. These Regulations we shall send you shortly, but meanwhile do not allow any reproach to lie upon you that you are infringing the conditions of the Berlin Conference.

"You may perhaps ask how, in this case, we can compel vessels to call at Akassa on their way up river. We cannot; but we can and do say that if they abstain from calling they shall not touch anywhere in the Niger Territories, nor discharge one ounce of cargo either on shore, direct or by means of boats to the banks, nor load one ounce of cargo, either direct or by means of boats from the banks, under penalty of fines and forfeiture. Remember—

"That under the Royal Charter all foreigners, whether British or of any other nationality, are to be placed on an exactly equal footing in commercial matters as the Company. Wherever the Company trades or establishes a station, others may trade. Whatever markets are open to the Company are open to others. No differential treatment of any kind whatever must be permitted, and the Company's Regulations, which are and will be made solely for the purpose of maintaining peace and order, and of levying taxes with this object, must weigh equally on all, the Company included."

A copy of these printed instructions was then sent to every European agent of the Company, as well as to every principal coloured agent. A copy has since been handed to each newly-appointed European official before sailing for Africa. In the future it will probably suffice if the Council issue a Circular on the subject every three months.

But if the suggestion of the German Government refers to a legislative Regulation of the Company on the subject of free transit, the following considerations are worthy of the attention of his Lordship:—

1. The promulgation of a Law or Regulation solely directed to this point would, both in Europe and Africa, be taken to imply that the Company had not till then recognized or observed this international engagement, or, in other words, that transit had not previously been *de facto* free. So far as the Company is aware, no complaint on this score has ever been made from the Niger Territories. Nor, indeed, is it possible for genuine complaints to arise, for, subsequent to the Berlin Conference, the position has become what it would be on the Danube, or any other enfranchised waterway, if the whole of the banks, from the mouth to the highest point navigable from the sea, were to fall into the hands of a single riverain State. It was because the Council were at the time of the Berlin Conference, in November 1884, taking effective steps to bring the whole practically navigable course (from the sea) of the Niger and its affluents under the control of Great Britain, that they saw without anxiety the extension to the Niger of "the same principles as set forth in the Articles CVIII and CXVI of the Final Act of the Congress of Vienna."

It is true that, during the fifteen months since the issue of the Charter, one complaint has been made against the Customs officials of the Company, by the only German firm (registered, however, as American) in the Territories. This solitary and, as it proved, unfounded complaint had, however, no reference to free transit, but only to municipal Customs rules such as are enforced by all civilized States, and are not affected by the Act of Berlin, which, in respect to the Niger, was confined to navigation.

2. The Regulations of the Company are as distinctly legislative in character as

the Ordinances of a Crown Colony or the Acts of the local Legislatures of the Channel Islands or the Isle of Man, which are equally dependent on Her Majesty's Government. It appears highly desirable to maintain that distinction between the legislative enactments and the executive orders of the Company which exists under all Constitutional Governments. The Regulations of the Company, like most Codes of laws, are composed of statements of what is prohibited, and not of what is permissible. I am to submit that it would be unusual to pass a "Regulation" or Legislative Act permitting what has never been prohibited, either by custom or law, and affirming what has never been denied or even for one moment held in doubt.

3. Free transit appears to be already a law of the Territories, inasmuch as the Articles of the Royal Charter have implicitly as full local force as have the Company's Regulations, made under the authority of that Charter. If however, his Lordship, *ex abundante cautela*, should consider that a special Regulation ought to be made explicitly affirming this fact, I am to submit that such Regulation should deal not only with free transit—involved in clause 15 of the Charter—but also with the other matters referred to in that clause, as well as with the engagements contained in clauses 6, 7, 8, and 10. A short Regulation could, if desired, formally adopt into the municipal law of the Territories all the obligations laid down in the Royal Charter without necessarily specifying them in detail. The German Government is fully aware of the terms of these obligations, as it specifically quoted from Clause 15 in one of its Memoranda on this subject.

I am, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 151.

Admiralty to Foreign Office.—(Received November 11.)

Sir,

Admiralty, November 9, 1887.

I AM commanded by my Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, extract from a letter from the Senior Officer on the West Coast of Africa, dated at Cape Coast Castle, the 13th October, respecting a person named Jacob Barber, and copy of a letter received from Barber complaining of the conduct of the Royal Niger Company.

I am, &c.

(Signed) EVAN MACGREGOR.

Inclosure 1 in No. 151.

Captain Hand to Admiralty.

(Extract.)

"Royalist," at Cape Coast Castle, October 13, 1887.

I AM forwarding a copy of a letter I received last July from a person styling himself an African explorer. On receipt of this letter I wrote to the Agent-General for the Royal Niger Company asking him to kindly inform me whether Jacob Barber was still living in their jurisdiction, and, if so, where, but I have not yet received any reply to that communication.

Inclosure 2 in No. 151.

Mr. J. Barber to Captain Hand.

Sir,

Idah Village, February 4, 1887.

AS soon as this letter shall be handed to you, you will lose no time, but come up at once for my rescue—my life is in danger. I was arrested by the Royal Niger Company, as they call themselves, and put in irons by their agent for seventeen days; I was to be tried by them, but I refused, and told them that they have no power to try me, if even I had committed any crime; I can only be tried before a Commander of any of Her Majesty's ships or before a Judge in any of Her Majesty's Settlements; they refused, and said they did not care a damn for Her Majesty's officers nor the laws of Her Majesty, that the Royal Niger Company has got their own laws. On the 18th day I was arrested.

they having found out their mistake, put me on shore at Idah, abruptly, after having broken open my box and robbed me of valuable things to a considerable amount and ransacked my journals, took out a lot of my private letters and communications with the Royal Geographical Society, they hired the natives to kill me privately, as they did with one Phillips, a British subject at Onitcha (which can be proved), as they fear (that is my matter) will be brought to the hearing of Her Majesty's officers. The natives have plundered me of everything I have, there is nothing left me. I am now suffering under all kinds of disagreeableness, and my life is also in danger any moment.

The crime alleged against me was that I assisted the natives to fight with them, which was all sham; they bribed witnesses to go against me, but it took no effect. I cannot here explain myself fully, but you shall hear of something worse than this when you come up.

Come up at once to my rescue in the name of God and of Her Majesty the Queen.

If your ship cannot get to Idah, take a steam-launch from Brass at my expense; on your arrival here, get your pilot to take you to the King's Yard, and there inquire after me.

I am, &c.
(Signed) JACOB BARBER, *African Explorer.*

No. 152.

Royal Niger Company to Foreign Office.—(Received November 12.)

SIR GEORGE TAUBMAN-GOLDIE presents his compliments to Sir T. Villiers Lister, and begs to inclose him six lithographed copies of the flag; any further number required can be at once supplied.

*The Outer Temple, 222 to 225, Strand, London,
November 11, 1887.*

No. 153.

Royal Niger Company to Foreign Office.—(Received November 17.)

Dear Anderson, *Outer Temple, Strand, London, November 15, 1887.*

THE withdrawn Map to which you allude was inclosed in my letter of the 20th December 1886 to Sir Julian Pauncefote.

Early in April I got a copy of Bolton's Map, cut out the Niger Basin section, had the "territories" coloured yellow, and inclosed the Map in a letter (7th April) to Lord Salisbury.

I now send a duplicate, which I hope you will approve of. You will note that the Supplementary Agreement with Germany of the 27th July-2nd August, 1886, has been scrupulously observed. The frontier stops on the right bank of the Benué, to the east of and in the immediate vicinity of Jola. The Agreement specially abstains from pushing further than the right bank of the Benué, the north-east line of demarcation, so that we are able to exercise our Treaty rights along the Mas Kebbi to Tuburi, past Ribago, where we have an important trading station. We have removed a most important station from Rei Buba, or Buba-u-jidda, as this falls on the German side of the north-east demarcation line, and we cannot trade when there is no jurisdiction. I really think Germany should be called on to administer those regions or abandon them. She has not a single trader, or official, or other Representative within a radius of more than 500 miles, and yet at Berlin she pretended that England was the offender in that respect.

Yours, &c.
(Signed) GEORGE TAUBMAN-GOLDIE.

Inclosure in No. 153.

Map.

Messrs. Holt and Cotterell to the Marquis of Salisbury.—(Received November 18.)

Your Lordship,

26, Preeson's Row, Liverpool, November 16, 1887.

WE have the honour to bring under your Lordship's notice a Proclamation recently issued by the Senior Executive Officer of the Royal Niger Company, and in reference thereto to draw your Lordship's attention to the following points:—

That the Proclamation was not delivered to the persons to whom it is addressed until the 2nd day of October last, two days after the expiry of the notice contained therein.

That the King and Chiefs of New Calabar are law-abiding, peaceful people, who have at all times respectfully submitted to the authority of Her Majesty's Consuls.

That they have for more than fifty years had free commercial intercourse with the people on the banks of the Aegenni River and Oguta Lake; have created and protected the trade in the markets of that district; and are allied by marriage and other ties to the inhabitants thereof.

That the Aegenni River is navigable all the year through, having as its source Oguta Lake, and as its mouth or outlet the River Sombrero, separate and distinct from the River Niger, with which it has no connection except during the months of September and October, by the N'doni Creek, when the River Niger is at its full.

That to enter at Akassa for the Aegenna and Oguta markets by way of the River Niger is therefore impracticable for nine months of the year, and for the remaining three months is also impracticable in consequence of the Niger Company's regulations with regard to payment of duties and licences in English gold being such that the natives of the country cannot possibly comply with.

That the Kings and Chiefs in the Aegenni River and Oguta Lake state distinctly that they have not intended to give the Royal Niger Company any authority or special privileges to the exclusion and prejudice of their friends the New Calabar people, with whom they desire to continue the same commercial relations as heretofore.

That the high-handed and arbitrary action of the Royal Niger Company in driving the New Calabar people from these markets is calculated to provoke disturbances and probably cause bloodshed, thus again necessitating the interference and assistance of Her Majesty's ships of war to secure to the Royal Niger Company the monopoly of that district, which may be ascribed as the motive for the present action of that Company.

We respectfully ask that your Lordship will, in the interest of humanity and justice, be pleased to take this matter into your serious consideration, and restrain the Royal Niger Company from enforcing their Proclamation, if not absolutely, for at least twelve months, to enable the New Calabar people to recover their debts and otherwise realize or withdraw their interests from that district.

We have, &c.

(Signed) HOLT AND COTTERELL.

Inclosure in No. 154.

Proclamation.

To Calabar Chiefs,

I HAVE the honour to inform you that the Company will no longer tolerate the infringement of its Customs.

That no canoe will be allowed to pass the Customs frontier inward without having previously cleared at Akassa, and obtained the necessary certificate, nor outward without having cleared at some port of export in the Territories and obtained the necessary certificate of export.

That any canoes infringing the Regulations will be seized and confiscated together with all they contain.

That offenders will be prosecuted for further penalties under the Customs Regulations.

(Signed) JOSEPH FLINT,

Senior Executive Officer of the Niger Territories.

Oguta Lake, September 24, 1887.

To Calabar Chiefs,

I hereby give you notice that within six days from date your canoes must leave Oguta Lake, otherwise they will be seized and confiscated according to the accompanying notification.

(Signed) JOSEPH FLINT,
Senior Executive Officer, the Royal Niger Company.

Oguta Lake, September 24, 1887.

No. 155.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, November 18, 1887.

I AM directed by the Marquis of Salisbury to transmit to you herewith, to be laid before the Council of the Royal Niger Company, extract from a letter which has been addressed to the Admiralty by the Senior Officer on the West Coast of Africa, dated from Cape Castle on the 13th ultimo, inclosing copy of a letter from a person named Jacob Barber, complaining of his illegal arrest and ill-treatment by the servants of the Company; * and I am to request that Lord Salisbury may be favoured with any observations you may have to offer on this case.

I am, &c.
(Signed) T. V. LISTER.

No. 156.

Admiralty to Foreign Office.—(Received November 21.)

(Extract.)

Admiralty, November 18, 1887.

I AM commanded by the Lords Commissioners of the Admiralty to transmit, for the information of the Secretary of State for Foreign Affairs, copy of a letter from the Royal Niger Company giving information about a man named Jacob Barber.

Inclosure in No. 156.

Mr. J. Flint to Captain Hand.

(Extract.)

Royal Niger Company, Akassa, August 30, 1887.

I HAVE the honour to acknowledge the receipt of yours of the 2nd August, inquiring as to the fate of a person by the name of Jacob Barber.

He is an itinerant individual, living amongst the natives and practising on their susceptibilities as a doctor, selling "ju-ju's" and charms; this he was doing when last heard of.

He has not registered himself with the Company as a "foreigner" as per our Regulation, and therefore he has not reported to us what his intentions were as regards his movements.

For your information, I have made every inquiry as to any ill-treatment by our people, and cannot hear of any such occurrence ever taking place.

He has now left Idah and gone into the interior, his destination being entirely unknown to us.

If I hear anything further respecting this individual, I shall at once report to you.

No. 157.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, November 24, 1887.

I AM directed by the Marquis of Salisbury to transmit herewith copy of a letter, and its inclosures, from Messrs. Holt and Cotterell,† relative to a Proclamation issued by the

* Inclosures in No. 151.

† No. 154.

Agents of the Niger Company to the Calabar Chiefs; and I am to request that, in laying these papers before the Council, you will move them to favour Lord Salisbury with any observations on the complaints therein put forward which they may have to offer.

I am, &c.
(Signed) T. V. LISTER.

No. 158.

Royal Niger Company to Foreign Office. — (Received November 25.)

Sir, *The Outer Temple, Strand, London, November 23, 1887.*
REFERRING to my letters of the 22nd ultimo and of the 2nd instant, in reply to your letter of the 21st ultimo, I have the honour, on behalf of the Governor and Council, to inclose six copies of a Regulation made yesterday to meet the wishes of the German Government on the subject of free transit on the Niger.

Although great care has been exercised in the drawing of this Regulation, the Council fear that future difficulties may arise from the Regulation being made.

The German Government has, on more than one occasion, entirely misinterpreted the Niger Navigation Act of the General Act of Berlin; and further declarations on the subject (necessarily drawn in a concise form) are only likely to increase the risk of future misinterpretation.

As stated in the preamble to the General Act, each of the constituent Acts was a substantially distinct Act, and these were only brought together into one General Act for the sake of convenience. The danger of this was foreseen, and pointed out at the time by the Company, as leading to a mistaken idea that conditions which apply to the Congo necessarily applied also to the Niger.

The Council, in passing the inclosed Regulation No. 23 (1887), have desired to give evidence of their anxiety to meet all reasonable wishes, even at the risk of dangers in the future.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

Inclosure in No. 158.

Regulation No. XXIII (1887).

THE ROYAL NIGER COMPANY (Chartered and Limited).

THE following Regulation has been duly made this 22nd day of November, 1887.

(A.) This Regulation may be cited as "The Declaratory Regulation (1887)," or, numerically, as "Regulation No. XXIII (1887)."

(B.) The municipal law of the Niger Territories has hitherto been taken to include, and shall continue to include, each and all of the obligations imposed by the Royal Charter of the 10th July, 1886, comprising among other matters the international obligations of free transit contained in the Niger Navigation Act of the General Act of Berlin of February 1885.

(C.) For revenue purposes the Niger Territories shall, for the present, be taken to extend on the main Niger to 5 miles above Komba, situate about latitude 12° north, and on the River Benué to the confluence with the latter river of its affluent, the Faro, situate to the east and in the immediate vicinity of Yola.

(D.) Regulations for the safety and control of navigation may at a later date be drawn up, and special fluvial taxes or duties collected which shall be an equivalent for services rendered to navigation itself; but, with this exception, vessels and goods in process of transit on the rivers to places beyond the inland frontiers above specified in clause (C) shall be submitted to no transit dues or maritime or river tolls based on the sole fact of navigation.

I certify the above to be a true copy of the Regulation.

(Signed) GEORGE TAUBMAN-GOLDIE,
Deputy Governor.

Royal Niger Company to Foreign Office.—(Received November 25.)

Sir,

The Outer Temple, Strand, London, November 24, 1887.

IN reply to your communication of the 18th instant, I have the honour, on behalf of the Council, to offer the following observations, to be laid before Lord Salisbury, on the case of the Sierra Leone negro Jacob Barber.

Her Majesty's Government are aware that for some time previous to the month of October 1886 a robber chief named Abaji, a rebel against the Attar of Idah, one of the feudatory Princes of the Niger Territories, had been lurking, with a large number of war-canoes and fugitives, among the islands below Lokoja. From these retreats he had become the terror of the adjacent portions of the Territories, seizing canoes, killing the male captives, and making slaves of the women and children. He had also landed in various places parties armed with Chassepôts and other rifles, and had plundered and burnt native villages. Only the rapid action of the Company prevented his also destroying the establishment of the Church Missionary Society at Igbebe.

His Lordship is aware of the strenuous efforts put forth by the Company (and of the unfortunate loss of valuable officers) in assisting the natives to reduce this robber chief to submission, an operation which was not completed until the commencement of the present year.

The negro Jacob Barber was accused by certain of the Idah people of having, although a British subject, given assistance to Abaji in this struggle. He was arrested on this charge, and brought with the least possible delay before Major Vetch, then Acting Supreme Judicial Officer of the Niger Territories.

The date of this preliminary hearing was the 11th November, 1886. Some other negroes, learning that Barber was in custody, brought against him further charges of theft.

The Supreme Judicial Officer decided that the evidence brought before him of these various charges was not complete. A remand was granted, and Jacob Barber was, at his own request, taken to and landed at Idah.

Owing to Major Vetch's sudden death no further hearing of the case took place; but Barber, from the time of his landing at Idah, was, so the officials state, free from either arrest or supervision. No complaint can be sustained against the officials of unnecessary delay or of harsh treatment during this preliminary arrest and examination. His papers were, as is usual in every civilized country, searched under a written order from the Supreme Judicial Officer; but it is hardly necessary to say that the remainder of his statements are a tissue of falsehoods, in the weaving of which, with highly-coloured and circumstantially minute details, the Sierra Leone negroes have extreme talent. I cannot think that any European, however degraded, would invent, or for a moment expect to be believed, statements that the Company's highly paid and responsible officials had stolen his property and incited the natives to murder him. Equally ridiculous and unworthy to be answered are Barber's mendacious inventions of derogatory expressions towards the laws and officers of Her Majesty the Queen.

The Council are unable to understand why Jacob Barber should, in February 1887, that is, some months after he was set at liberty, have addressed a letter to Her Majesty's Senior Naval Officer on the West African Coast, stating that his life was in danger, and making charges against the Company. The Council have no reason to believe that his life has at any time been in danger, or that the statements he makes on this head have more foundation in fact than the majority of the statements in his letter.

I am unaware whether he is still living in the Niger Territories, but have made inquiries on the subject, and I shall have the honour to communicate the reply to Lord Salisbury.

The Senior Naval Officer does not state the date of his letter to the Company's Agent-General, but I do not doubt that the latter will have replied with the greatest possible promptitude to his inquiries. In the Niger Territories, extending nearly 1,000 miles into Central Africa, some delays in correspondence may occasionally occur.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 160.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, November 25, 1887.

I AM directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 15th instant, inclosing a Map of the territories belonging to your Company; and I am to request that you will furnish his Lordship with six further copies.

I am, &c.

(Signed) T. V. LISTER.

No. 161.

Royal Niger Company to the Marquis of Salisbury.—(Received November 30.)

My Lord,

The Outer Temple, Strand, London, November 29, 1887.

I REGRET, on behalf of the Governor and Council, to have to bring before the notice of Her Majesty's Government the case of George Slader Burgess, a British subject, who has been serving as mate of one of the steamers of the Company on the River Benué in Africa.

I inclose:—

1. A copy of the statement or information of Frederick H. Trinity, which gave rise to the prosecution; and
2. A copy of the proceedings of the Judicial Court held at Ibi, on the River Benué, on the 4th ultimo.

The river having fallen at that period, the difficulty of communication between Ibi, where the trial was held, and Asaba, where the Supreme Judicial Officer has his residence, was sufficiently great to justify Mr. Charles McIntosh, the Senior Executive Officer in the Benué, to exercise the judicial powers conferred on him by the Council in such cases. Mr. McIntosh, having regard to the fact that lengthened imprisonment of white persons in those climates is a punishment which (by prisoners of weak constitution) would be much more severely felt than imprisonment in more healthy regions, exercised great discretion in not pronouncing sentence but in leaving this important matter to the Governor and Council. There can be no doubt as to the guilt of Burgess as regards the more serious offence of cutting off the ears of the two men Duncan and Herifogah, inasmuch as he pleaded guilty to that charge.

The Governor and Council would be quite content to impose on Burgess a sentence of deportation from the Niger Territories, this being the first criminal offence committed by a white person in the Territories, while Burgess will have suffered the inconvenience of two or three months' detention pending the arrival of a cablegram conveying the sentence of the Council. But they are not certain whether Her Majesty's Government would consider such a punishment sufficient, or would desire that the convict should be handed over to the British authorities either in Great Britain or in one of the West African Colonies for further trial and for appropriate punishment should conviction follow.

I need hardly say that the Governor and Council would be prepared for any reasonable trouble and expenditure in furthering such an object. On the other hand, it is probable that the convict being a British subject the Treasury would consider the expenditure might fairly be borne by Her Majesty's Government.

A further complication is introduced into the question by the fact that while Buba-n-Gidda, the place where the crime was committed, undoubtedly did lie within the jurisdiction of the Company under Treaties accepted by Her Majesty's Government, yet the Company have abandoned their jurisdiction there and have withdrawn it northwards to the vicinity of Yola, in accordance with the Delimitation Agreement between Great Britain and Germany. I do not desire to convey the impression that I have the least doubt as to the jurisdiction of the Company in the matter, but merely that there is a *prima facie* ground for disputing it which might give rise to unpleasant complications if Burgess were sentenced, as he thoroughly deserves, to a long term of imprisonment by the Company.

On the other hand, it might be held that the respect for justice in the Niger territories would be weakened by the spectacle of a European going practically scot-free where a coloured person would have undoubtedly suffered imprisonment. I think, however, there is no reason to fear that Burgess' comparatively light punishment would encourage the commission of similar crimes in the future. It is unlikely that any person of pure British blood would commit such atrocities in the nineteenth century. Burgess,

if not a half-caste, had at any rate some African blood in his veins, and the Council propose in future not to engage any such persons for posts usually filled by Europeans.

In a matter so complicated by conflicting considerations, and where it is most difficult to see which course would be most conducive to justice, the Council would be deeply grateful for the assistance and advice of Her Majesty's Government, which they will, of course, follow without a day's delay.

In the event of Her Majesty's Government not interfering in the matter, but leaving the Company simply to deport the convict Burgess from the Niger Territories, the Council propose to add to that sentence a nominal fine of (say) 100*l.* Burgess will probably be found to have a balance of 50*l.* to 80*l.* due to him by the Company. The Council would then pay his passage home to Great Britain, if he desired it, give him a few pounds in his pocket, and divide the balance between his two victims, which would be strictly in accordance with the ideas of the native races in the Territories, where the system of money compensation for crime exists to almost the same extent as it did in England a thousand years ago. If each of the victims were to obtain 25*l.*, he would be, strange as it may appear, thoroughly satisfied to have had this atrocity committed on him, and the sense of justice of his relations and fellow-countrymen would be fully satisfied. This method of looking at crime appears revolting to modern British ideas, but must be taken into consideration by the Council in dealing with the complicated problems of Central Africa.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

Inclosure 1 in No. 161.

*Proceedings of a Judicial Court held at Ibi, River Benue, Niger Territories,
October 4, 1887.*

Present:—C. W. McIntosh, Senior Executive Officer; Walter S. Rugg, Executive Officer; and W. M. Sargeant, Agent.

IN opening the case, the statement of F. H. Trinity was read.

The Court (to Prisoner).—In the statement just read there are three separate charges brought against you. Firstly, you cut the ears off the two men, John Duncan and Herifogah. Secondly, you appropriated the goods belonging to the labourers which they had drawn on their wages account. Thirdly, that you were constantly in the habit of flogging and ill-treating the men for trivial offences.

Of having committed these offences are you guilty or not guilty?

Prisoner, G. S. Burgess.—I am guilty of flogging the boys, and also of cutting their ears, but am not guilty of kicking them and knocking them about.

John Duncan (native of Cape Coast) was then called and sworn. Evidence interpreted by R. E. Stevens (native of Cape Coast), sworn, said:—

One Sunday morning, about two weeks after Christmas, Burgess accused me with having had connections with his woman. I denied that I had done so. Burgess then cautioned me to speak the truth or he would shoot me. Burgess said he had seen all that I had done to the girl, and told me to confess, again threatening to shoot me if I did not do so. I again denied the charge, and said, "I do not care if I am shot, as I have spoken the truth." After this I went to get tea for Burgess, but was followed by him and again threatened and beaten with wood. I then called a boy named Dick, and a boy named Cofi Mensah, and asked them to protect me, as I was afraid of being shot by Burgess. I was still followed by Burgess, and I ran away, but was brought back by Dick and Mensah. Burgess then tied my hands, feet, and neck to a stanchion, and again asked me if I would confess, threatening to kill me if I did not do so, and saying there was no law there to prevent it. I then called out for Mr. Bennett, and told him what Burgess had threatened to do. After Burgess had tied me up, he called the girl before me, and asked her if she had had connections with me, and she denied having done so. There also present Trinity, the clerk, and a boy named Sam. Burgess then told the girl that he would kill all the boys that had tampered with her, and said there would be nothing said about it. Burgess then commenced to flog me, and also the other boys, and continued to do so from 6 o'clock to 12 o'clock. Trinity then begged for us, and Burgess told him that he would not release us then. I was released at 12 o'clock the next day. Burgess tied me up and flogged me again. Mr. Bennett then interfered, and said he must leave off flogging. Burgess then cut off my ear, and after doing so, told Bennett

to bring the other boys, and help me and the other boys who were flogged to the beach, and to give us medicine. While I was washing myself Burgess again came up and flogged me. After that, on receiving my monthly allowance, it was taken from me by Burgess on each occasion, for three successive months.

The Court.—Have you anything further to say?

John Duncan.—No.

Herifogah (native of Brass) called and sworn. Evidence interpreted by Ottookue (native of Brass), sworn, said:—

I was accused by Burgess one morning with having had connections with his (Burgess') woman. I denied it. Burgess then tied me up, and flogged me with a stick for two days; on the third day he (Burgess) cut my ear off with a knife, which he drew from his pocket, holding my head up so that I could not move. He first cut Duncan's ear, then mine, and would have cut the three other boys' ears had they not jumped in the water. Burgess then threatened to cut my eyebrow, and Bennett prevented him. When I received my monthly allowance it was taken by Burgess.

William Abourki (native of Brass) called and sworn. Evidence interpreted by Ottookue (native of Brass), said:—

I was washing on the beach when Burgess and his woman came down. Burgess accused me of having had connections with the woman. Burgess then took a stick and flogged me, and afterwards tied me up by the hands and feet and flogged me again. Burgess also flogged me the next day, and again on the third day. I saw Burgess cut Duncan's and Herifogah's ears, and jumped into the water, being afraid Burgess would cut my ears also. After he had finished flogging me, he told me to go and wash. I did so, and was followed by him and again flogged. He also took from me the cloth I was wearing. I went to Mr. Bennett to ask for trust, as I had no cloth to wear. Bennett gave me cloth, and it was taken from me by Burgess.

The Court (to Prisoner).—Have you any reason to offer why you should resort to such inhuman measures.

Prisoner.—When I went up to Bubagidda I was really in charge of the steam-ship "Nupé," but had no special instructions to this effect. The boys did not know whether Bennett or I was in charge of the ship, and consequently behaved in rather a free manner, and seemed to obey Bennett more than they did me. After returning from a journey to the King I found that John Duncan and Albert Imbrou had been making free with my woman, in fact there was something going on in my absence, and Bennett called my attention to this fact, and said that John Duncan was caught with the girl in the cabin. After hearing this report I kept a sharp watch, and one day I was on the bridge, and hearing a noise in the cabin, I went down and found John Duncan and the woman together. I then told Bennett to caution the Headmen and all the boys, both Brass and Elmina. Bennett cautioned the boys several times, and told them if there were a row on board the ship in future through that, he would have nothing to do with it. I also repeatedly cautioned them myself. They did not know who was in charge of the ship, and behaved as they liked. I having had no instructions except to navigate the ship, I did not know myself whether Bennett or I was in charge.

The Court.—Is this the only excuse you can offer for having cut and ill-treated these men?

Prisoner.—Yes. The boys were given to understand by Bennett and Trinity that I was not in charge, and so they thought they could behave as they liked.

The Court.—What have you done with the goods you appropriated?

Prisoner.—I sent them back to the store, and told Bennett to credit the Company with the amount. I do not know whether Bennett has done so. As regards the country cloth, I threw it into the river, finding one of the sentries lying in it asleep.

The Court.—Then the Company will refund the cloth to the men, it already having been debited to their wages accounts.

The Court, in summing up, said.—The first and third charges have, in our judgment, been proved against the prisoner. As regards the second, the evidence is too conflicting to arrive at any definite decision.

As this case is of so serious a nature, I cannot take upon myself to pronounce sentence, but will refer the report of this trial to the Council of the Royal Niger Company in London, and, pending their decision, the prisoner will remain under police supervision at the Royal Niger Company's Ibi station.

The Court then adjourned.

(Signed) C. W. McINTOSH,
Senior Executive Officer, Benué.

Ibi Station, October 4, 1887.

Inclosure 2 in No. 161.

Statement by F. H. Trinity, Clerk, of Freetown, Sierra Leone, respecting Outrages said to have been committed on board the Steam-ship "Nupé," while lying at the Bubagidda Station of the Royal Niger Company, in the River Benué.

ONE Sunday morning, in the early part of February of the present year, Mr. Burgess, captain of the steam-ship "Nupé," called the following boys up to him, viz:—

John Duncan, of Cape Coast,
Albert Imbrou, of Cape Coast,
William Abouki, of Brass,
Herifogah, of Brass,
Oloto, Egoe,

and accused them of having connection with his woman. They denied it. He commenced beating them with a stick; some of the boys were running away, when he loaded his revolver and threatened to shoot any who ran away. He then tied the hands of those whom he had not yet beaten and beat them with a cudgel. The boys were all badly hurt, their heads bleeding, and one had his face cut open. He then loosed them. About noon he called them again and stripped off their singlets. He tied their elbows together behind their backs and lashed them to stanchions. He then sent to Mr. Bennett, the coloured agent, for a "balulah," and flogged them, giving each between two and three dozen lashes. While they were still tied he again beat their heads with the cudgel. John Duncan was so severely beaten about his private parts that they were bleeding. After leaving them for about half-an-hour he loosed them. John Duncan and Herifogah were then put in irons, hands and feet, and Oloto was handcuffed. On Monday following they were again made fast and flogged with the "balulah," Burgess kicking John Duncan and Herifogah on the sides and lower parts of the body, saying that when he had finished with them, if they were alive to see their country, they would be of very little use; he recounted how he had treated some of the boys on board the hulk "Emily Walters" the previous year. He threatened to castrate John Duncan. He then left them tied up and went on to the bridge. I wrote him a letter begging him to release the boys, and he allowed me to loose them. I called Mensah and Otookue at his request to assist me. I took them from the stanchion and freed their hands, John Duncan and Herifogah having big irons on. In the evening he handcuffed them again. During the day Bennett interceded for Albert Imbrou, and he was allowed to go free. On the next day, Tuesday, I was on the beach sleeping, having been on watch all night. I heard Herifogah shouting for Mr. Bennett. I went to see what was the matter, and on getting on board I saw John Duncan had had his right ear completely cut off, and Herifogah had had his left ear cut off. It had just been done, both were bleeding. I left the ship and went for Mr. Bennett, and found some of the boys who had not been punished with him. He asked me if I saw the men have their ears cut off. I told him no, but having heard a noise, had gone on board the ship to see what it was, and found the two boys with their ears cut off. Mr. Burgess then came into the store; Mr. Bennett reproached him, and said it was a foolish thing to do, especially as they were British subjects. Burgess then told the boys present to go and take the boys whom he had punished from off the ship, he had finished with them. They thanked him, and went to the ship. After taking the irons off they all came back on shore; they applied medicine to the wounds, which I gave them. I know of no other case in which Burgess so severely ill-treated the boys, but it was a common thing to severely flog a boy for a trivial offence.

In the months of March, April, and May I was distributing cloth, advanced to the boys on board the ship, when Mr. Burgess came and seized it all, and appropriated it. The cloth was not returned to the store, nor was it given back to the boys to whom it belonged, their wages accounts having been charged with the amount.

I, Frederick H. Trinity, of Freetown, Sierra Leone, do hereby solemnly declare and swear that the above is a full and true account of all that I know with regard to the outrages committed by Mr. Burgess on board the steam-ship "Nupé," at Bubagidda, and in testimony of this I hereby affix my hand.

(Signed) FRED. H. TRINITY.

Witnesses:

(Signed) E. DANGERFIELD, *District Agent.*
W. MEDWIN SERGEANT, *Depôt Agent.*

Niger Territories, Ibi Station, River Benué,
August 22, 1887.

No. 162.

Royal Niger Company to Foreign Office.—(Received December 3.)

Sir,

The Outer Temple, Strand, London, November 30, 1887.

I HAVE, on behalf of the Governor and Council, to acknowledge the receipt of your letter of the 24th instant, inclosing a letter from Messrs. Holt and Cotterell, which they perused with much surprise, as they understood that the African Association—which is an amalgamation of certain commercial houses, and of which Messrs. Holt and Cotterell form a part—was satisfied with the action of the Company.

On making inquiries, this view has been confirmed, and I do not think that Her Majesty's Government are likely to hear further on the subject. Under these circumstances, I would not trouble you with further observations on the case, unless Lord Salisbury desires them, when I will hasten to send full particulars.

I am, &c.

(Signed)

GEORGE TAUBMAN-GOLDIE,

Political Administrator.

No. 163.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, December 3, 1887.

I AM directed by the Marquis of Salisbury to request that the promulgation of the Regulation inclosed in your letter of the 23rd November may be deferred pending further consideration.

The German Government asked for the issue of a Regulation declaratory of the provisions of the Act of Berlin relating to freedom of transit on the Niger.

These provisions are contained in the 3rd paragraph of the XXVIIth Article of the Act, and are as follows:—

“In all the extent of the Niger, the ships and goods in process of transit on the river shall be submitted to no transit dues, whatever their starting-place or destination.”

A Regulation imposing on the officials of the Company the strict observance of this obligation would meet the present German demand.

But the Regulation passed by the Council is merely to the effect that the obligations of the Berlin Act as to free transit form part of the municipal law of the Niger Territories.

Again, clause (D) refers to duties which may hereafter be imposed under Article XXVII of the Act for services rendered to navigation, and proceeds to declare that, with the exception of such duties, no tolls “based on the sole fact of navigation” shall be levied on vessels and goods in transit to places beyond the frontiers specified in clause (C). But under Article XXVII no such tolls can be levied on any vessels or goods, whatever may be their destination.

The Regulation therefore appears inconsistent with the provisions of the Berlin Act. Lord Salisbury would be glad to be favoured with such explanations as the Council may desire to offer on these points, and in the meanwhile to learn that the issue of the new Regulation has been suspended.

I am, &c.

(Signed)

T. V. LISTER.

No. 164.

Foreign Office to Admiralty.

Sir,

Foreign Office, December 5, 1887.

WITH reference to that portion of your letter of the 18th ultimo which concerns the case of Jacob Barber, I am directed by the Marquis of Salisbury to transmit to you herewith, for the information of the Lords Commissioners of the Admiralty, copy of a

[107]

3 N

letter on the subject which has been received from the Royal Niger Company,* of whom Lord Salisbury caused explanations to be asked on the matter.

I am, &c.
(Signed) T. V. LISTER.

No. 165.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, December 5, 1887.

THE Marquis of Salisbury has had under his consideration your letter of the 25th July last, in which you state that your Company have adopted, with one exception, the modifications of their Regulations which were suggested in the letter from this Department of the 11th of that month, and at the same time request Her Majesty's Government to reconsider the opinion to which they had come as to the particular modification in question, in accordance with which the term "foreigners" was to include not only all who are "subject to," but all "who are under the protection of" any civilized State, an interpretation which your Company feared would convert into foreigners in their own country the whole of the native inhabitants of their territories.

It was, in Lord Salisbury's opinion, clear from the context that natives were not meant to be included in the term "foreigners;" but in order to avoid any possible future misunderstanding on the point, and in deference to the fears expressed on this head in your letter, his Lordship proposes that the Regulation should be amended by the addition of the words, "or entitled to be under the protection of any such Power or State otherwise than by virtue of Her Majesty's Protectorate of the Niger Territories," immediately after the words, "recognized by the Great Powers as a civilized State."

I am to add that it has been thought advisable to insert the words, "or America," immediately after the words, "to any Great Power of Europe."

The whole Regulation as amended will thus run as follows:—

"In this Regulation, and in all others where not otherwise expressly provided, or where not inconsistent with the context, the word 'foreigner' shall be taken to mean any person or Association (other than the Company acting as a Governor) entitled to claim to be subject to any Power of Europe or America, or to any State recognized as a civilized State, or entitled to be personally under the protection of any such Power or State, and all other persons shall be described as natives: Provided that no person shall be deemed entitled to be personally under the protection of Great Britain or any Power or State merely by reason that he is a native or subject of a country or territory over which such Power or State has declared a Protectorate."

I am, &c.
(Signed) JULIAN PAUNCEFOTE.

No. 166.

Royal Niger Company to Foreign Office.—(Received December 7.)

Sir,

The Outer Temple, Strand, London, December 5, 1887.

I HAVE the honour to acknowledge receipt of your letter of the 3rd instant, and to inform you that it shall be carefully considered by the Governor and Council of the Company.

The Regulation in question has not been promulgated, nor will it be until it receives the approval of the Secretary of State, to meet whose wish it was alone drawn.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 167.

Foreign Office to Messrs. Holt and Cotterell.

Gentlemen,

Foreign Office, December 8, 1887.

IN reply to your letter of the 16th ultimo on the subject of a Proclamation recently issued by the Royal Niger Company, I am directed by the Marquis of Salisbury to state to you that his Lordship understands that you have received satisfactory explanations from the Company on the points raised in your letter.

I am, &c.

(Signed) T. V. LISTER.

No. 168.

Royal Niger Company to Foreign Office.—(Received December 14.)

Sir,

The Outer Temple, Strand, London, December 13, 1887.

I HAVE the honour to acknowledge receipt by the Governor and Council of your letter of the 5th instant with reference to the suggested amendment in the Company's Regulation defining "foreigners" and "natives."

The Council could not object to adopt the suggested amendment if the words, "Her Majesty's Niger Protectorates," were substituted for the words "Her Majesty's Protectorate of the Niger Territories." The first* form would still treat as "natives" inhabitants of tribes lying outside the Company's territories, but within the British "Oil Rivers" districts. It would clearly be impossible for a Court of Law to establish whether a savage, moving about from place to place in a canoe, sometimes resident in one locality and sometimes in another, had his domicile on one side of the frontier-line or the other.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 169.

Royal Niger Company to Foreign Office.—(Received December 16.)

Sir,

The Outer Temple, Strand, London, December 16, 1887.

IN further reply to your letter of the 3rd instant, I now have the honour to inclose six copies of a new Declaratory Regulation, No. XXIII (1887), and six (draft) copies of a public Notice which it is proposed to dispatch to Africa by the steamer of the 7th proximo, unless in the meanwhile the Secretary of State should desire that the draft should be in some manner amended.

The previously made Declaratory Regulation, No. XXIII (1887), has been duly repealed.

It is further proposed to have printed a number of copies of that portion of the preamble to the Act of Berlin having reference to the Niger: of cap. 5, being the Niger Navigation Act, and of some explanatory notes by the Council. These printed copies will be, like the public Notices, posted at the (about fifty) administrative stations of the Company, and will also be furnished to any merchant desiring information on the subject.

I have, &c.

(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

Inclosure in No. 169.

Regulation No. XXIII (1887).

THE ROYAL NIGER COMPANY (Chartered and Limited).

THE following Regulation has been duly made this 16th day of December, 1887.

(A.)—This Regulation may be cited as "The Declaratory Regulation (1887)," or, numerically, as "Regulation No. XXIII (1887)."

(B.)—Whereas the provisions of the Act of Navigation for the Niger—being chapter V of the General Act done at Berlin on the 26th February, 1885—have hitherto, under clause 15 of the Royal Charter, been taken as forming part of the Municipal Law of the Niger Territories, and have been duly observed as such by the officials of the Company; it is now declared, for greater security, that the said provisions are hereby formally incorporated in the Regulations of the Niger Territories.

Given under the seal of the Company, this 16th day of December, 1887.

(Signed)

ABERDARE, *Governor.*

JAMES F. HUTTON,

CHARLES W. MILLS, } *Members of the Council.*

(Seal of the Company.)

No. 170.

Opinion by Mr. Wright.

I THINK that the change suggested by Sir G. Taubman-Goldie (viz., the substitution of "Her Majesty's Niger Protectorates" for "Her Majesty's Protectorate of the Niger Territories") is unobjectionable, and will probably make no difference. A person does not necessarily become "entitled to claim the protection of Her Majesty" for the purposes in question merely because he is a native of a territory over which there is a Protectorate; though the terms of Protectorate of a territory *may* of course be such as to include protection of each of its natives as well as protection of the territory.

R. S. W.

The above is a literal copy of Mr. R. S. Wright's opinion on the form of wording suggested by Sir T. Goldie in his letter to the Foreign Office of the 13th December, 1887, for the Niger Company's Regulation defining "foreigners" and "natives."

Mr. Wright's opinion was actually written in the foregoing form on the back of the letter in question and in pencil. It had to be rubbed out for purposes of convenience, and the above copy was first taken of it by me and then compared with the original and found correct by Sir Percy Anderson. Mr. Wright's opinion was written on the 22nd December at his chambers in the Temple in my presence.

W. E. D.

December 23, 1887.

H. P. A.

No. 171.

Royal Niger Company to the Marquis of Salisbury.—(Received December 23.)

My Lord,

The Outer Temple, Strand, London, December 22, 1887.

WITH reference to my previous letters and memoranda on the subject of the amount of annual revenue in excess of the current administrative expenditure which the Company shall be allowed to raise to cover the expenses arising from the taking over of the Protectorate of the Niger Territories, I have the honour to submit to your Lordship the following statement.

The Company expended more than 50,000*l.* in obtaining, in the course of over two years, the actual execution of the 237 Treaties on which the British Protectorate rests.

It had also expended, on the very lowest estimate, over 300,000*l.*, and, on a reasonable estimate, over 400,000*l.* in obtaining absolute monopolies of trade from these 237 independent States and tribes, but it expressed its willingness to accept 200,000*l.* for the surrender of these valuable trade monopolies within the limits of the British

Protectorate. This surrender became necessary in consequence of the international engagement towards Germany entered into by Great Britain to throw the Niger Protectorate open to commerce. Without the Company's Treaties the British Protectorate could not have been established. Without the surrender of the monopolies the Protectorate could not have been taken over under the Agreement with Germany.

The extremely small sum accepted by the Company, little more than half of the actual cost of the surrendered monopolies, makes it almost unnecessary to dwell on their value; but I may point out that the certified accounts for the four years preceding the British Protectorate show that the Company's trade monopolies within the limits of that Protectorate were worth over 50,000*l.* per annum.

From this point of view, therefore, the Company, in exchange for the surrender of these monopolies, is only asking four years' purchase of their proved value in the past. The value such monopolies would have had in the future, in view of the enormous resources of the Niger Basin, could of course only be calculated in millions and tens of millions. In any case, the Company would not have surrendered these valuable monopolies to any Power other than Great Britain for less than 1,000,000*l.* paid in cash.

Taking, however, the extremely small sum of 200,000*l.* for the surrender of these monopolies, and 50,000*l.* for the expenses of obtaining the execution of the Treaties, or 250,000*l.* in all, the Company asks to be allowed to raise annually 12,500*l.* in excess of the current administrative expenditure for the purpose of paying the annual interest on that sum.

I have, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

No. 172.

Royal Niger Company to Foreign Office.—(Received December 23.)

Sir, *The Outer Temple, Strand, London, December 23, 1887.*
AS the result of communications with Her Majesty's Foreign Office, I now have the honour to inclose six copies of an amended public Notice relating to freedom of transit, and intended for publication in the Niger Territories.

I am, &c.
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

Inclosure in No. 172.

THE NIGER TERRITORIES.

Public Notice.

1. IN accordance with the provisions of the Niger Navigation Act of the General Act of Berlin, ships and goods in process of transit on the river shall be submitted to no transit dues, whatever their starting-place or destination, nor shall they be exposed to any obligation in regard to landing, station, or depôt, or for breaking bulk, or for compulsory entry into port.

2. Vessels which touch, load, or discharge at, from, or into the Niger Territories are subject to the Revenue Regulations of the Government of the Niger Territories.

(By order of the Council),
(Signed) GEORGE TAUBMAN-GOLDIE,
Political Administrator.

London, December 16, 1887.

Foreign Office to Royal Niger Company.

Sir,

Foreign Office, December 26, 1887.

I AM directed by the Marquis of Salisbury to request that you will inform the Council that his Lordship approves the Notice which it is proposed to publish respecting freedom of transit on the Niger, copy of which was inclosed in your letter of the 23rd of this month.

His Lordship approves also the Regulation No. XXIII, dated the 16th of this month, forwarded with your letter of that date.

It is understood that the original Regulation No. XXIII, forwarded on the 23rd November, and the original transit Notice, forwarded on the 16th instant, are cancelled, being superseded by those now approved.

I am, &c.

(Signed)

JULIAN PAUNCEFOTE.

The Marquis of Salisbury to Sir E. Malet.

(No. 279. Africa.)

Sir,

Foreign Office, December 28, 1887.

I INCLOSE copy of a Memorandum communicated by Baron von Plessen on the 26th September last,* respecting a claim preferred by Messrs. Hoenigsberg and Son, of Lagos, against the Royal Niger Company, and of the Company's answers to the complaint, dated the 20th and 21st October.†

M. Hoenigsberg's case is as follows:—

He obtained a clearance at Akassa, at the mouth of the Niger, for a steam-launch to convey 14 tons of salt to Egga, a place within the territories of the Niger Company. It was understood that the launch was not to call at Akassa, but was to enter the main Niger by ascending the creeks leading from the Brass outlet of the river, and that the Customs port at which it should call in order to enable the cargo to be searched should be Sabogria, 80 miles above Akassa.

When the launch appeared at Sabogria the Customs officer in charge found that she was towing two native canoes, loaded with cargo, which, contrary to the Revenue Regulations of the Company, were not entered on the clearance.

Acting under instructions from Mr. Flint, his senior officer, he refused to grant the usual permit to pass to the Company's territories, informing M. Hoenigsberg that if he proceeded to Egga in defiance of the prohibition he would do so at his own risk and peril. M. Hoenigsberg protested, declined to obtain clearances from Akassa for the canoes, as he considered the prohibition illegal, abandoned his voyage, and demanded exorbitant damages—no less than 791*l.* on account of direct losses, and 5,000*l.* on account of indirect losses.

It is important to observe that the total value of the cargo as entered by him at Akassa was only 28*l.* The extravagance of the demand for compensation, measured by his own original valuation of his cargo, shows the character of the claim.

The answer of the Company appears to Her Majesty's Government to be conclusive. M. Hoenigsberg, who had been for some time established in the Niger Territories, knew the Regulations, and proved that he did so, and that he did not object to them, by voluntarily taking out the pass for his launch at Akassa on the conditions attached to its issue. He made no complaint that what was required of him was contrary to the free navigation clause of the Act of Berlin. What was subsequently demanded at Sabogria was simply that he should produce for the uncleared canoes a similar pass to that which he produced for the cleared launch. His refusal to do this was the sole cause of the delay of his voyage. He appears to have given as a reason that another launch with an iron lighter in tow was allowed to pass, but this is fully explained. Lighters form part of the equipment of the vessel to which they belong, and are covered by the vessel's clearance, being incapable of separate propulsion, whereas the native boats or canoes in most cases belong to different owners, and may be navigated separately, whereby they afford great facilities for smuggling; for that reason they are treated by the Regulations of the Company as separate craft.

* No. 132.

† Nos. 144 and 145

All that M. Hoenigsberg had to do in order to prosecute his voyage was to go to Akassa and back and obtain passes for the canoes; this he could have done, as the Company state, in forty-eight hours. He preferred to abandon his voyage, making the altogether groundless assertion recorded in Baron von Plessen's Memorandum that the Company would seek for other excuses to prevent his going to Egga.

It is clear, therefore, that any loss or inconvenience which M. Hoenigsberg may have suffered is due entirely to his disregard of the lawful and well-known Regulations of the Company applicable to vessels resorting to their territories, and that there is no foundation for his claim for damages for loss of the voyage, much less for his contention that his trade at Egga was ruined by the action of the Company.

I have to request your Excellency to make a communication in this sense to Count Bismarck, supporting it, if you think fit, by a Memorandum referring specially to any point in the accompanying papers which you may think it necessary to establish in order to strengthen your explanation.

I am, &c.
(Signed) SALISBURY.

No. 175.

The Marquis of Salisbury to Sir E. Malet.

(No. 280. Africa.)

Sir,

Foreign Office, December 28, 1887.

I INCLOSE copy of a note addressed to me on the 21st September last by Baron von Plessen,* calling attention to alleged defects in the administration of the Royal Niger Company.

He asked, in this note, by direction of the German Government, that the Company might be instructed to insert in their collection of Regulations a Rule recording their recognition of the freedom of transit. I have to request your Excellency to inform Count Bismarck that Her Majesty's Government at once intimated this wish to the Company, on whose part the greatest readiness was evinced to give effect to it. Some delay has been caused by the necessity of considering in what manner the Regulation should be framed; this has now been settled; it has been decided that a Notice of the character desired by the Imperial Government shall be printed, and shall be put up in a conspicuous place in every Customs office of the Company on the Niger. Two copies of the Notice which has been adopted are inclosed.† Your Excellency should communicate a copy to Count Bismarck, and point out to his Excellency that Her Majesty's Government have satisfied themselves, before approving it, that its terms are such as to make any misunderstanding impossible.

Baron Plessen asked, at the same time, for a Map showing the limits of the Company's territories. Two copies of a Map are inclosed, one of which you are at liberty to communicate. You are aware that, under the terms of the Proclamation of the 21st October, copies of which are inclosed for reference,‡ all the territory coloured as being under the administration of the Company is under British Protectorate; the limit of the Protectorate on the Benué is the point on that river which separates the spheres of influence of Great Britain and Germany under the arrangement of July-August 1886.

Baron Plessen was instructed to state that the import duties levied by the Company are apparently higher than the understanding between the two countries would justify, and he observed that complaints to this effect had also been received from British traders; he drew attention specially to the duty on spirits. In order to meet this representation it will be advisable to refer to the wording of the engagement subsisting between the two countries. Earl Granville, in his note of the 16th May, 1885, undertook, on behalf of the British Government, that duties should be levied "solely for the purpose of meeting the expenses necessary to enable them to carry out the obligations imposed upon them by the Protectorates, and that they will be as moderate as possible." His Lordship added an assurance that there should be no differential treatment of foreigners or foreign goods. Count Münster, in his reply of the 2nd June, stated that customs in the German Protectorates would "only be raised to such an amount as may be considered sufficient to cover the expenses arising from taking over the Protectorates." His Excellency added that the duties would be fixed as low as possible,

* No. 128 B.

† Inclosure in No. 172.

‡ "Gazette" Notice, October 21, 1887.

without, however, being confined to any fixed maximum, and that there would be no differential treatment.

Under these engagements the purpose for which alone duties are levied is defined, but no power is given to either Government to object to the distribution of duties in the Protectorate of the other, or to criticize the classes of goods upon which they may be levied. Her Majesty's Government cannot, therefore, inform the Company that they are infringing the Agreement with Germany by placing a high duty on spirits; nor do they consider that the British local traders have made out a case for a reduction of this duty, or of others. Her Majesty's Government fully recognize their obligation to confine the revenue within the limits to which alone it can be applied; at present the evidence before them is that it is within rather than beyond those limits.

Baron Plessen remarked that the Company practically enjoys a monopoly, owing to the fact that their goods enter free, while those of other traders pay duties. I have to observe that this objection, which has been raised also by certain British traders, is based on a misapprehension. Every article imported by the Company pays the duties imposed by the Tariff; the amounts so paid, with the amounts paid by other traders, compose the budget of receipts out of which the expenses connected with the administration have to be defrayed; if, therefore, rival traders, British or foreign, pay one-fourth only of the whole amount of duties, three-fourths of the expenses would be paid out of the duties raised on the goods of the Company, which, consequently, instead of enjoying the exceptional privilege of free imports, would be under the exceptional disadvantage of paying out of its own revenues the greater portion of the expenses of government. From this point of view the increase of trade from other sources would benefit the Company by enabling them to reduce the duties, and to diminish their own contribution to the revenue received therefrom.

Her Majesty's Government are aware that traders who have been accustomed to trade to the coast, without payments of any sort except the native "comey," are at first disposed to murmur at having to pay duties; but they are convinced that on the Niger, as in the Cameroons, these objections will subside as the benefits are realized of an extended field for commercial enterprise, with security for life and property.

I have to request your Excellency to address a communication to Count Bismarck in the sense of these observations.

The special case of M. Hoenigsberg, to which Baron Plessen referred, is dealt with in my preceding despatch.

I am, &c.

(Signed) SALISBURY.

No. 176.

Foreign Office to Board of Trade.

Sir,

Foreign Office, December 29, 1887.

WITH reference to previous correspondence respecting the affairs of the Royal Niger Company, which has at different times passed between this Department and the Board of Trade, I am directed by the Marquis of Salisbury to transmit to you herewith copies of letters which have been received from the Company relative to their desire to obtain the formal assent of Her Majesty's Government to their making a charge on the revenues of the Niger Territories of 250,000*l.* for the repayment of the expenses incurred by them for the purposes mentioned in Article XIV of their Charter.*

The surrender of the exclusive trading rights acquired by the Company under their Treaties with the native Chiefs enabled Her Majesty's Government to carry out the Agreement between Great Britain and Germany for reciprocal freedom and equality of trade in the British and German Protectorates, which is recorded in the Parliamentary Papers, "Africa No. 6 (1885)," "Africa No. 4 (1886)," and "Africa No. 2 (1887);" and there can be no doubt that the Company are entitled to be recouped for the sacrifices they have made to obtain the rights on which the British Protectorate of the Niger Territories is based.

By Article XIV of the Charter the Secretary of State has power to allow to the Company the repayment out of the revenues of certain expenses already incurred at the date of the Charter, that is to say, "the necessary expenses of government, including the administration of justice, the maintenance of order, the performance of Treaty

* Nos. 146 and 147.

obligations, and other expenses incurred for the like purposes, or otherwise in relation to the acquisition, maintenance, and execution of Treaty rights." The Company compute the capital laid out by them for the above-mentioned purposes, up to the time of the establishment of the British Protectorate, at a very much larger sum than 250,000*l.* In their letter of the 9th February, 1886, they state that they are prepared to show irrefutably from their books that the minimum estimate of their sacrifices for political purposes is 300,000*l.*, and that a reasonably liberal estimate would amount to nearly half-a-million. This is explained in detail in the Memorandum inclosed in their letter to Lord Salisbury of the 24th October last.

The Company, however, are willing to accept 250,000*l.* in satisfaction of their claim, and Lord Salisbury, on a consideration of all the circumstances, is disposed to sanction, under Article XIV of the Charter, a charge to that amount on the revenues of the Company for the purpose therein indicated. The effect of that arrangement would be that the Company would be entitled to levy annually 12,500*l.* to meet the interest on the charge, in addition to the revenue necessary to meet the reasonable expenses of administration. His Lordship, however, before sending a final answer to the Company, would be glad to be favoured with the opinion of the Board of Trade on the question.

I am, &c.

(Signed) T. V. LISTER.

No. 177.

Memorandum by Sir G. Taubman-Goldie.—(Received December 30.)

MY two letters of the 24th October and the 22nd instant to the Marquis of Salisbury, on the proposed Niger State Debt of 250,000*l.*, treat of a single matter viewed, without inconsistency, from two different standpoints, just as economists estimate a sovereign for certain purposes at the cost of its production, and for other purposes at the amount of commodities it will purchase. My former letter chiefly considers the cost of the Company's action preliminary and necessary to obtaining the 237 Treaties on which the British Protectorate rests. My later letter chiefly considers the *value* of the Company's position when attained.

The Charter (clause 14) very naturally deals only with the former point of view. It does not propose that inquiries should be made as to whether the game played by the Company was worth the candle, nor even whether the methods pursued were well considered and effective or the reverse, nor whether the execution of these methods was economical in detail. It says (practically) to the Company, Show that you have *bond fide* expended over 250,000*l.* on these political aims, and you may raise your 12,500*l.* a-year of interest. Hence my letter and Memorandum of the 24th October. In laying the Company's case before the Government, it was not for me to dwell on the value of the surrendered monopolies nor even of the Treaties. I had only to prove their cost.

In justifying to Germany this allowance—if, indeed, justification were needed—the value of the monopolies obtained is a fundamental element, and to this point is mainly addressed my letter of the 22nd instant, which takes up the position attained by the Company, and shows, firstly, that the Protectorates could not have been taken over without such compensation; and, secondly, that the amount asked was so extremely small that Germany could not reasonably raise any contention. I had, indeed, in a previous letter pointed out that if Germany is to open up within her Cameroons Colony a region commensurate with that opened up by the Company in the past, she will have to expend, as France has done in Senegal, from ten to twenty times 250,000*l.* in the effort, and she will certainly not raise that sum from the Imperial Exchequer, but from the Colony itself, either by annual revenue or by a debt on the Colony entailing the payment of annual interest.

This point of view, although important in dealing with Germany under the letters of June 1885, is, however, quite distinct from the first point of view, which concerns alone the relations of the Company to Her Majesty's Government under the Charter. In short, both of these letters are correct, and each is useful for its own purpose.

(Signed)

GEORGE TAUBMAN-GOLDIE.

*The Outer Temple, Strand, London,
December 30, 1887.*